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Assigned for all purposes:
Judge Randall J. Sherman
Dept. CX105

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

STEPHEN VILLANUEVA, individually, and
on behalf of other members of the general
public similarly situated; and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

REDROCK TECHNOLOGIES, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2022-01263687-CU-OE-CXC

**FIRST AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Business & Professions Code § 17200, et seq.
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (5) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (6) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (7) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (8) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (9) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (10) Violation of Cal. Labor Code §

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2699, (Private Attorneys General Act)

COMES NOW, Plaintiff STEPHEN VILLANUEVA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and as a private attorney general, and alleges as follows:

JURISDICTION AND VENUE

Plaintiff’s First through Ninth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 14, below) pursuant to the California Code of Civil Procedure section 382. The restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

Plaintiff’s Tenth Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial

This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

1. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

2. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, County of

1 Orange.

2 **PARTIES**

3 3. Plaintiff STEPHEN VILLANUEVA is an individual residing in the State of
4 California.

5 4. Defendant REDROCK TECHNOLOGIES, INC., at all times herein mentioned,
6 was and is, an employer whose employees are engaged throughout the State of California,
7 including the County of Orange.

8 5. At all relevant times, Defendant REDROCK TECHNOLOGIES, INC., was the
9 “employer” of Plaintiff within the meaning of all applicable California state laws and statutes.

10 6. At all times herein relevant, Defendant REDROCK TECHNOLOGIES, INC.,
11 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
12 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
13 assigns, each of the other, and at all times relevant hereto were acting within the course and
14 scope of their authority as such agents, partners, joint venturers, joint employers,
15 representatives, servants, employees, successors, co-conspirators and assigns, and all acts or
16 omissions alleged herein were duly committed with the ratification, knowledge, permission,
17 encouragement, authorization and consent of each defendant designated herein.

18 7. The true names and capacities, whether corporate, associate, individual or
19 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
20 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
21 information and belief alleges, that each of the defendants designated as a DOE is legally
22 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
23 the injuries to Plaintiff, the Class, and the Aggrieved Employees, as alleged in this Complaint.
24 Plaintiff will seek leave of court to amend this Complaint to show the true names and
25 capacities when the same have been ascertained.

26 8. Defendant REDROCK TECHNOLOGIES, INC., and DOES 1 through 100 will
27 hereinafter collectively be referred to as “Defendants.”

28 9. Plaintiff further alleges that Defendants directly or indirectly controlled or

1 affected the working conditions, wages, working hours, and conditions of employment of
2 Plaintiff and the other class members so as to make each of said defendants employers and
3 employers liable under the statutory provisions set forth herein.

4 **CLASS ACTION ALLEGATIONS**

5 10. Plaintiff brings this action on his own behalf and on behalf of all other members
6 of the general public similarly situated, and, thus, seeks class certification under Code of Civil
7 Procedure section 382.

8 11. The proposed class is defined as follows:

9 All current and former hourly-paid or non-exempt individuals employed by any
10 of the Defendants within the State of California at any time during the period
11 from four years preceding the filing of this Complaint to final judgment and
12 who reside in California.

13 (Subclass A) All class members who were required by Defendants to stay on
14 Defendants' premises for rest breaks.

15 (Subclass B) All class members who were subject to Defendants' practice of
16 rounding time recorded for purposes of calculating compensation for time
17 worked or for calculating meal periods.

18 (Subclass C) All class members who received overtime compensation at a rate
19 lower than their respective regular rate of pay because Defendants failed to
20 include all shift differential pay/non-discretionary bonuses/non-discretionary
21 performance pay in the calculation of the regular rate of pay for overtime pay
22 purposes.

23 12. Plaintiff reserves the right to establish subclasses as appropriate.

24 13. The class is ascertainable and there is a well-defined community of interest in
25 the litigation:

26 a. Numerosity: The class members are so numerous that joinder of all class members is
27 impracticable. The membership of the entire class is unknown to Plaintiff at this time;
28 however, the class is estimated to be greater than fifty (50) individuals and the identity of such

1 membership is readily ascertainable by inspection of Defendants' employment records.

2 b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated
3 herein. Plaintiff will fairly and adequately protect the interests of the other class members with
4 whom he has a well-defined community of interest.

5 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class
6 member, with whom he has a well-defined community of interest and typicality of claims, as
7 demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members.
8 Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action
9 discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this
10 action will continue to incur, costs and attorneys' fees, that have been, are, and will be
11 necessarily expended for the prosecution of this action for the substantial benefit of each class
12 member.

13 d. Superiority: A class action is superior to other available methods for the fair and
14 efficient adjudication of this litigation because individual joinder of all class members is
15 impractical.

16 e. Public Policy Considerations: Certification of this lawsuit as a class action will advance
17 public policy objectives. Employers of this great state violate employment and labor laws
18 every day. Current employees are often afraid to assert their rights out of fear of direct or
19 indirect retaliation. However, class actions provide the class members who are not named in
20 the complaint anonymity that allows for the vindication of their rights.

21 14. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or reduction, in
25 accordance with the California Labor Code, was willful;

26 b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-
27 paid or non-exempt employees within the State of California for all hours worked and missed
28 (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of

1 California law;

2 c. Whether Defendants required Plaintiff and the other class members to work over eight
3 (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required
4 overtime compensation to Plaintiff and the other class members;

5 d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest
6 periods or required Plaintiff and the other class members to work during meal and/or rest
7 periods without compensation;

8 e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class
9 members for all hours worked;

10 f. Whether Defendants failed to pay all wages due to Plaintiff and the other class
11 members within the required time upon their discharge or resignation;

12 g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
13 members during their employment;

14 h. Whether Defendants complied with wage reporting as required by the California Labor
15 Code, including, *inter alia*, section 226;

16 i. Whether Defendants kept complete and accurate payroll records as required by the
17 California Labor Code, including, *inter alia*, section 1174(d);

18 j. Whether Defendants failed to reimburse Plaintiff and the other class members for
19 necessary business-related expenses and costs;

20 k. Whether Defendants' conduct was willful or reckless;

21 l. Whether Defendants engaged in unfair business practices in violation of California
22 Business & Professions Code section 17200, et seq.;

23 m. The appropriate amount of restitution resulting from Defendants' violation of
24 California law; and

25 n. Whether Plaintiff and the other class members are entitled to restitution pursuant to the
26 California Labor Code.

27 **GENERAL ALLEGATIONS**

28 15. At all relevant times set forth herein, Defendants employed Plaintiff, the Class,

1 and the Aggrieved Employees as hourly-paid or non-exempt employees within the State of
2 California, including the County of Orange.

3 16. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
4 exempt employee from approximately June 2016 to approximately January 2019, in the State
5 of California, County of Orange.

6 17. Defendants hired Plaintiff, the Class, and the Aggrieved Employees, and
7 classified them as hourly-paid or non-exempt employees, and failed to compensate them for all
8 hours worked and missed meal periods and/or rest breaks.

9 18. Defendants had the authority to hire and terminate Plaintiff, the Class, and the
10 Aggrieved Employees, to set work rules and conditions governing Plaintiff's and the other
11 class members' employment, and to supervise their daily employment activities.

12 19. Defendants exercised sufficient authority over the terms and conditions of
13 Plaintiff's, the Class's and the other Aggrieved Employees' employment for them to be joint
14 employers of Plaintiff, the Class, and the Aggrieved Employees.

15 20. Defendants directly hired and paid wages and benefits to Plaintiff, the Class,
16 and the Aggrieved Employees.

17 21. Defendants continue to employ hourly-paid or non-exempt employees within the
18 State of California.

19 22. Plaintiff, the Class, and the Aggrieved Employees, worked over eight (8) hours
20 in a day, and/or forty (40) hours in a week during their employment with Defendants.

21 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
23 employees within the State of California. This pattern and practice involved, *inter alia*, failing
24 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
25 breaks in violation of California law.

26 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were
28 entitled to receive certain wages for overtime compensation and that they were not receiving

1 accurate overtime compensation for all overtime hours worked.

2 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 failed to use the shift differential pay/non-discretionary bonuses/non-discretionary
4 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
5 payment of overtime wages where Plaintiff, the Class, and the Aggrieved Employees, earned
6 shift differential pay/non-discretionary bonuses/non-discretionary performance pay and
7 overtime wages in the same workweek.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 failed to provide Plaintiff, the Class, and the Aggrieved Employees, all required rest and meal
10 periods during the relevant time period as required under the Industrial Welfare Commission
11 Wage Orders and thus they are entitled to any and all applicable penalties.

12 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 required Plaintiff, the Class, and the Aggrieved Employees, to remain on Defendants' premises
14 during purported rest periods, thereby failing to relieve them of all employer control.

15 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were
17 entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and
18 the other class member's regular rate of pay when a meal period was missed, and they did not
19 receive all meal periods or payment of one additional hour of pay at Plaintiff's, the Class's,
20 and the Aggrieved Employees' regular rate of pay when a meal period was missed.

21 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were
23 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's, the
24 Class's, and the Aggrieved Employees', regular rate of pay when a rest period was missed, and
25 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's, the
26 Class's, and the Aggrieved Employees', regular rate of pay when a rest period was missed.

27 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were

1 entitled to receive at least minimum wages for compensation and that they were not receiving
2 at least minimum wages for all hours worked.

3 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were
5 entitled to receive all wages owed to them upon discharge or resignation, including overtime
6 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all
7 such wages owed to them at the time of their discharge or resignation.

8 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were
10 entitled to receive all wages owed to them during their employment. Plaintiff, the Class, and
11 the Aggrieved Employees, did not receive payment of all wages, including overtime and
12 minimum wages and meal and rest period premiums, within any time permissible under
13 California Labor Code section 204.

14 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were
16 entitled to receive complete and accurate wage statements in accordance with California law,
17 but, in fact, they did not receive complete and accurate wage statements from Defendants. The
18 deficiencies included, inter alia, the failure to include the total number of hours worked by
19 Plaintiff, the Class, and the Aggrieved Employees.

20 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Defendants had to keep complete and accurate payroll records
22 for Plaintiff, the Class, and the Aggrieved Employees, in accordance with California law, but,
23 in fact, did not keep complete and accurate payroll records.

24 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 rounded the work time recorded by Plaintiff, the Class, and the Aggrieved Employees, in a
26 manner that was not fair and neutral on its face and/or that favored Defendants over time,
27 resulting in Plaintiff, the Class, and the Aggrieved Employees, being underpaid for their time
28 worked.

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees, were
3 entitled to reimbursement for necessary business-related expenses.

4 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that they had a duty to compensate Plaintiff, the Class, and the
6 Aggrieved Employees, pursuant to California law, and that Defendants had the financial ability
7 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
8 falsely represented to Plaintiff, the Class, and the Aggrieved Employees, that they were
9 properly denied wages, all in order to increase Defendants' profits.

10 38. During the relevant time period, Defendants failed to pay overtime wages to
11 Plaintiff, the Class, and the Aggrieved Employees, for all overtime hours worked. Plaintiff, the
12 Class, and the Aggrieved Employees, were required to work more than eight (8) hours per day
13 and/or forty (40) hours per week without overtime compensation for all overtime hours
14 worked.

15 39. During the relevant time period, Defendants failed to use the shift differential
16 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate
17 the regular rate of pay used to calculate the overtime rate for the payment of overtime wages
18 where Plaintiff, the Class, and the Aggrieved Employees, earned shift differential
19 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
20 wages in the same workweek.

21 40. During the relevant time period, Defendants failed to provide all requisite
22 uninterrupted meal and rest periods to Plaintiff, the Class, and the Aggrieved Employees.

23 41. During the relevant time period, Defendants required Plaintiff, the Class, and the
24 Aggrieved Employees, to remain on Defendants' premises during purported rest periods,
25 thereby failing to relieve them of all employer control.

26 42. During the relevant time period, Defendants failed to pay Plaintiff, the Class,
27 and the Aggrieved Employees, at least minimum wages for all hours worked.

28 43. During the relevant time period, Defendants rounded the work time recorded by

1 Plaintiff, the Class, and the Aggrieved Employees, in a manner that was not fair and neutral on
2 its face and/or that favored Defendants over time, resulting in Plaintiff, the Class, and the
3 Aggrieved Employees, being underpaid for their time worked.

4 44. During the relevant time period, Defendants failed to pay Plaintiff, the Class,
5 and the Aggrieved Employees, all wages owed to them upon discharge or resignation.

6 45. During the relevant time period, Defendants failed to pay Plaintiff, the Class,
7 and the Aggrieved Employees, all wages within any time permissible under California law,
8 including, inter alia, California Labor Code section 204.

9 46. During the relevant time period, Defendants failed to provide complete or
10 accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees.

11 47. During the relevant time period, Defendants failed to keep complete or accurate
12 payroll records for Plaintiff, the Class, and the Aggrieved Employees.

13 48. During the relevant time period, Defendants failed to reimburse Plaintiff, the
14 Class, and the Aggrieved Employees, for all necessary business-related expenses and costs.

15 49. During the relevant time period, Defendants failed to properly compensate
16 Plaintiff, the Class, and the Aggrieved Employees, pursuant to California law in order to
17 increase Defendants' profits.

18 50. California Labor Code section 218 states that nothing in Article 1 of the Labor
19 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
20 due to him [or her] under this article."

21 **FIRST CAUSE OF ACTION**

22 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

23 **(Against REDROCK TECHNOLOGIES, INC., and DOES 1 through 100)**

24 Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 53,
25 and each and every part thereof with the same force and effect as though fully set forth herein.

26 51. Defendants' conduct, as alleged in this Complaint, has been, and continues to
27 be, unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants'
28 competitors. Accordingly, Plaintiff and the other class members seek to enforce important

1 rights affecting the public interest within the meaning of Code of Civil Procedure section
2 1021.5.

3 52. Defendants' activities as alleged herein are violations of California law, and
4 constitute unlawful business acts and practices in violation of California Business &
5 Professions Code section 17200, et seq.

6 53. A violation of California Business & Professions Code section 17200, et seq.
7 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
8 policies and practices of requiring employees, including Plaintiff and the other class members,
9 to work overtime without paying them proper compensation violate California Labor Code
10 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
11 employees, including Plaintiff and the other class members, to work through their meal and
12 rest periods without paying them proper compensation violate California Labor Code sections
13 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
14 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
15 practices of failing to timely pay wages to Plaintiff and the other class members violate
16 California Labor Code sections 201, 202, and 204. Defendants also violated California Labor
17 Code sections 226(a), 1174(d), 2800, and 2802.

18 **Failure to Pay Overtime**

19 54. Defendants' failure to pay overtime in violation of the Wage Orders and
20 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or
21 unfair activity prohibited by California Business & Professions Code section 17200, et seq.

22 **Failing to Provide Meal Periods**

23 55. Defendants' failure to provide legally required meal periods in violation of the
24 Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above,
25 constitutes unlawful and/or unfair activity prohibited by California Business & Professions
26 Code section 17200, et seq.

27 **Failure to Provide Rest Periods**

28 56. Defendants' failure to provide legally required rest periods in violation of the

1 Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful
2 and/or unfair activity prohibited by California Business & Professions Code section 17200, et
3 seq.

4 **Failure to Pay Minimum Wages**

5 57. Defendants' failure to pay minimum wages in violation of the Wage Orders and
6 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
7 and/or unfair activity prohibited by California Business & Professions Code section 17200, et
8 seq.

9 **Failure to Timely Pay Wages Upon Termination**

10 58. Defendants' failure to timely pay wages upon termination in violation of
11 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or
12 unfair activity prohibited by California Business & Professions Code section 17200, et seq.

13 **Failure to Timely Pay Wages During Employment**

14 59. Defendants' failure to timely pay wages during employment in violation of
15 California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair
16 activity prohibited by California Business & Professions Code section 17200, et seq.

17 **Failure to Provide Compliant Wage Statements**

18 60. Defendants' failure to provide compliant wage statements in violation of
19 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair
20 activity prohibited by California Business & Professions Code section 17200, et seq.

21 **Failure to Keep Complete or Accurate Payroll Records**

22 61. Defendants' failure to keep complete or accurate payroll records in violation of
23 California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair
24 activity prohibited by California Business & Professions Code section 17200, et seq.

25 **Failure to Reimburse Necessary Business Expenses**

26 62. Defendants' failure to reimburse all necessary business-related expenses and
27 costs in violation of California Labor Code sections 2800 and 2802, as alleged above,
28 constitutes unlawful and/or unfair activity prohibited by California Business & Professions

1 Code section 17200, et seq.

2 63. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 64. Plaintiff and the other class members have been personally injured and continue
5 to be injured by Defendants' unlawful business acts and practices as alleged herein, including,
6 but not necessarily limited to, the loss of money and/or property.

7 65. Pursuant to California Business & Professions Code section 17200, et seq.,
8 Plaintiff and the other class members are entitled to restitution of the wages and other monies
9 wrongfully withheld and retained by Defendants pursuant to California Labor Code sections
10 510 and 1198.

11 66. Pursuant to California Business & Professions Code section 17200, et seq.,
12 Plaintiff and the other class members are entitled to restitution of the wages withheld and
13 retained by Defendants during a period that commences from four years preceding the filing of
14 this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure
15 section 1021.5 and other applicable laws; and an award of costs.

16 **SECOND CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 510 and 1198)**

18 **(Against All Defendants)**

19 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 72. California Labor Code section 1198 and the applicable Industrial Welfare
22 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
23 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
24 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

25 73. Specifically, the applicable IWC Wage Order provides that Defendants are and
26 were required to pay Plaintiff and the other Class Members employed by Defendants, and
27 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
28 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than

1 forty (40) hours in a workweek.

2 74. The applicable IWC Wage Order further provides that Defendants are and were
3 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
4 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
5 in excess of eight (8) hours on the seventh day of work in a workweek.

6 75. California Labor Code section 510 codifies the right to overtime compensation at
7 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
8 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
9 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
10 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

11 76. During the relevant time period, Plaintiff and the other Class Members regularly
12 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

13 77. During the relevant time period, Defendants intentionally and willfully failed to
14 pay overtime wages owed to Plaintiff and the other Class Members.

15 78. Defendants' failure to pay Plaintiff and the other Class Members the unpaid
16 balance of overtime compensation, as required by California laws, violates the provisions of
17 California Labor Code sections 510 and 1198, and is therefore unlawful.

18 79. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
19 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
20 attorneys' fees.

21 ///

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 226.7 and 512(a))**

24 **(Against All Defendants)**

25 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 81. At all relevant times, the relevant IWC Order and California Labor Code sections
28 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by

1 Defendants.

2 82. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any meal or rest period mandated by an
4 applicable order of the California IWC.

5 83. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) provide that an employer may not require, cause or permit an employee to work
7 for a work period of more than five (5) hours per day without providing the employee with a
8 meal period of not less than thirty (30) minutes, except that if the total work period per day of
9 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
10 of both the employer and employee.

11 84. At all relevant times, California Labor Code section 512(a) further provides that
12 an employer may not require, cause or permit an employee to work for a work period of more
13 than ten (10) hours per day without providing the employee with a second uninterrupted meal
14 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
15 twelve (12) hours, the second meal period may be waived by mutual consent of the employer
16 and the employee only if the first meal period was not waived.

17 85. During the relevant time period, Plaintiff and the other Class Members who were
18 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
19 legally-mandated meal periods by mutual consent, were required to work for periods longer
20 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

21 86. During the relevant time period, Plaintiff and the other Class Members who were
22 scheduled to work for a period of time in excess of ten (10) hours were required to work for
23 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
24 thirty (30) minutes.

25 87. During the relevant time period, Defendants intentionally and willfully required
26 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
27 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
28 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

88. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

89. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

90. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

92. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

93. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

94. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours.”

95. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute

1 rest period per each four (4) hour period worked.

2 96. During the relevant time period, Defendants willfully required Plaintiff and the
3 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
4 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other
5 Class Members to take uninterrupted, duty-free rest breaks.

6 97. During the relevant time period, Defendants failed to pay Plaintiff and the other
7 Class Members the full rest period premium due pursuant to California Labor Code section
8 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff
9 and other Class Members from taking uninterrupted rest periods.

10 98. Defendants' conduct violates applicable IWC Wage Orders and California Labor
11 Code section 226.7.

12 99. Pursuant to the applicable IWC Wage Orders and California Labor Code section
13 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
14 additional hour of pay at the employees' regular hourly rate of compensation for each work day
15 that the rest period was not provided.

16 **FIFTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

18 **(Against All Defendants)**

19 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 101. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
22 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
23 the minimum so fixed is unlawful.

24 102. During the relevant time period, Defendants regularly failed to pay minimum
25 wage to Plaintiff and the other Class Members as required pursuant to California Labor Code
26 sections 1194, 1197, and 1197.1.

27 103. Defendants' failure to pay Plaintiff and the other Class Members the minimum
28 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to

1 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
2 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and
3 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

4 104. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
5 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
6 unpaid and interest thereon.

7 **SIXTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 201, 202, 203)**

9 **(Against All Defendants)**

10 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 106. At all relevant times herein set forth, California Labor Code sections 201 and
13 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
14 time of discharge are due and payable immediately, and if an employee quits his or her
15 employment, his or her wages shall become due and payable not later seventy-two (72) hours
16 thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention
17 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

18 107. During the relevant time period, the employment of Plaintiff and many other
19 Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
20 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
21 employed by Defendants all of their wages, earned and unpaid, including but not limited to
22 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of
23 their leaving Defendants' employ.

24 108. Defendants' failure to pay Plaintiff and other Class Members who are no longer
25 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
26 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

27 109. California Labor Code section 203 provides that if an employer willfully fails to
28 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 110. Plaintiff and other Class Members who are no longer employed by Defendants
4 are entitled to recover from Defendants the statutory penalty wages for each day they were not
5 paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SEVENTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 204 and 210)**

8 **(Against All Defendants)**

9 111. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above

11 112. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 16th and 26th day of the month during which the labor was performed.

15 113. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned by any person in any employment between the 16th and the last day, inclusive, of
17 any calendar month, other than those wages due upon termination of an employee, are due and
18 payable between the 1st and the 10th day of the following month.

19 114. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned for labor in excess of the normal work period shall be paid no later than the
21 payday for the next regular payroll period.

22 115. During the relevant time period, Defendants intentionally and willfully failed to
23 pay Plaintiff and other Class Members all wages due to them, within any time period
24 permissible under California Labor Code section 204.

25 116. Plaintiff and other Class Members are entitled to recover all available remedies
26 for Defendant's violations of California Labor Code section 204, including statutory penalties
27 pursuant to Labor Code section 210(b).

28 **EIGHTH CAUSE OF ACTION**

(Violation of California Labor Code § 226(a))
(Against All Defendants)

117. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

118. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown 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 his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

119. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

120. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

121. More specifically, Plaintiff and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

1 122. Plaintiff and the Class are entitled to recover from Defendants the greater of their
2 actual damages caused by Defendants' failure to comply with California Labor Code section
3 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

4 123. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
5 with this section, pursuant to California Labor Code section 226(g).

6 **NINTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 2800 and 2802)**

8 **(Against All Defendants)**

9 124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 125. Pursuant to California Labor Code sections 2800 and 2802, an employer must
12 reimburse its employee for all necessary expenditures incurred by the employee in direct
13 consequence of the discharge of his or her job duties or in direct consequence of his or her job
14 duties or in direct consequence of his or her obedience to the directions of the employer.

15 126. Plaintiff and the Class incurred necessary business-related expenses and costs
16 that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
17 business-related expenses and costs included their failure to reimburse Plaintiff and the Class
18 for costs incurred as a result of, including but not limited to, simple negligence.

19 127. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
20 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
21 recover from Defendants their business-related expenses and costs incurred during the course
22 and scope of their employment, plus interest accrued from the date on which the employee
23 incurred the necessary expenditures at the same rate as judgments in civil actions in the State of
24 California.

25 **TENTH CAUSE OF ACTION**

26 **(Violation of California Labor Code § 2699, Et Seq.)**

27 **(Against All Defendants)**

28 128. Plaintiff brings his tenth cause of action as a representative action on behalf of

1 himself and similarly Aggrieved Employees in the capacity as a private attorney general
2 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
3 *seq.* (“PAGA”).

4 129. PAGA specifically provides for a private right of action to recover civil penalties
5 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
6 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
7 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
8 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
9 a civil action brought by an aggrieved employee on behalf of himself or herself and other
10 current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab.
11 Code § 2699(a).

12 130. Plaintiff was employed by Defendants and the Labor Code violations alleged
13 above were committed against him during his time of employment. Plaintiff is therefore, an
14 “aggrieved employee” under PAGA.

15 131. As set forth in detail above, during all times relevant to this Action, Defendants
16 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
17 Labor Codes by:

- 18 a. Failing to pay Plaintiff and the Aggrieved Employees all earned
19 minimum wage compensation in violation of Labor Code §§ 1194 and
20 1198 *et seq.*
- 21 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
22 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et*
23 *seq.*
- 24 c. Failing to provide legally required meal periods to Plaintiff and the
25 Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved
26 Employees an additional hour of premium pay for meal period violations
27 in violation of Labor Code §§ 226.7 and 512.
- 28 d. Failing to provide authorize and permit Plaintiff and the Aggrieved

1 Employees to take duty-free rest periods, and failing to pay Plaintiff and
2 the Aggrieved Employees an additional hour of premium pay for rest
3 period violations in violation of Labor Code §§ 226.7 and 512.

4 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at
5 the end of their employment in violation of Labor Code § 203.

6 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages
7 owed during employment in violation of Labor Code § 204.

8 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete,
9 accurate, itemized wage statements in violation of Labor Code § 226.

10 h. Failing to maintain accurate records relating to Plaintiff and the
11 Aggrieved Employees' work periods, meal periods, total daily hours,
12 hours per pay period, total wages and compensation, and applicable pay
13 rates in violation of Labor Code § 1174(d) and the applicable IWC Wage
14 Order.

15 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
16 business-related expenses in violation of Labor Code §§ 2800 and 2802.

17 132. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
18 individually and on behalf of the Aggrieved Employees and the State of California, requests and
19 is entitled to recover penalties against Defendants for the Labor Code violations described
20 above, including but not limited to penalties under California Code of Regulations Title 8
21 section 11040 and 11160, penalties under California Labor Code sections 2699, 558, 210,
22 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as
23 provided by the California Labor Code and/or other statutes. The exact amount of the applicable
24 penalties, in all, is in an amount to be shown according to proof at trial.

25 133. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
26 2699.3. On March 30, 2023, Plaintiff, through his counsel of record, by online filing with the
27 Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants,
28 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage

1 Orders that Defendants have violated, including the facts and theories to support the violations,
2 and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
3 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than
4 sixty-five (65) days have elapsed since the mailing of Plaintiff's March 30, 2023, notice, and the
5 Labor and Workforce Development Agency has not indicated that it intends to investigate the
6 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover
7 penalties for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

8 134. Plaintiff was compelled to retain the services of counsel to file this court action
9 to protect his interests and the Aggrieved Employees, and to assess and collect the civil
10 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees
11 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

12 135. Plaintiff may amend this complaint as a matter of right pursuant to California
13 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
14 specified in Labor Code §2699.3.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff, individually, and on behalf of other members of the general public similarly
17 situated, requests a trial by jury.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
20 public similarly situated, prays for relief and judgment against Defendants, jointly and
21 severally, as follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action;
24 2. That Plaintiff be appointed as the representative of the Class;
25 3. That counsel for Plaintiff be appointed as Class Counsel; and
26 4. That Defendants provide to Class Counsel immediately the names and most
27 current/last known contact information (address, e-mail and telephone numbers) of all class
28 members.

1 **As to the First Cause of Action**

2 5. That the Court declare, adjudge and decree that Defendants violated California
3 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
4 other class members all overtime compensation due to them, failing to provide all meal and
5 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
6 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
7 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
8 California Labor Code sections 226(a), 1174(d), 2800, and 2802.

9 6. For restitution of unpaid wages to Plaintiff and all the other class members and
10 all pre-judgment interest from the day such amounts were due and payable;

11 7. For the appointment of a receiver to receive, manage and distribute any and all
12 funds disgorged from Defendants and determined to have been wrongfully acquired by
13 Defendants as a result of violation of California Business and Professions Code sections
14 17200, et seq.;

15 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Code of Civil Procedure section 1021.5;

17 9. For injunctive relief to ensure compliance with this section, pursuant to
18 California Business and Professions Code sections 17200, et seq.; and

19 10. For such other and further relief as the court may deem just and proper.

20 **As to the Second Cause of Action**

21 11. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
23 all overtime wages due to Plaintiff and other Class Members;

24 12. For general unpaid wages at overtime wage rates and such general and special
25 damages as may be appropriate;

26 13. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;

28 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

15. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

16. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

17. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premium wages pursuant to California Labor Code section 226.7;

20. For pre-judgment interest on any unpaid wages from the date such amounts were due;

21. For reasonable attorneys' fees and costs of suit incurred herein; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

24. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premium wages pursuant to California Labor Code section 226.7;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

1 28. For such other and further relief as the Court may deem just and proper.

2 **As to the Fifth Cause of Action**

3 29. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
5 Plaintiff and the Class;

6 30. For general unpaid wages and such general and special damages as may be
7 appropriate;

8 31. For statutory wage penalties pursuant to California Labor Code section 1197.1
9 for Plaintiff and the Class in the amount as may be established according to proof at trial;

10 32. For pre-judgment interest on any unpaid compensation from the date such
11 amounts were due;

12 33. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Labor Code section 1194(a);

14 34. For liquidated damages pursuant to California Labor Code section 1194.2; and

15 35. For such other and further relief as the Court may deem just and proper.

16 **As to the Sixth Cause of Action**

17 36. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
19 time of termination of the employment of Plaintiff and other Class Members no longer
20 employed by Defendants;

21 37. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 38. For statutory wage penalties pursuant to California Labor Code section 203 for
24 Plaintiff and other Class Members who have left Defendants' employ;

25 39. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due; and

27 40. For such other and further relief as the Court may deem just and proper.

28 **As to the Seventh Cause of Action**

1 41. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
3 by California Labor Code section 204 to Plaintiff and the Class;

4 42. For statutory penalties pursuant to California Labor Code section 210;

5 43. For such other and further relief as the Court deems just and proper.

6 **As to the Eighth Cause of Action**

7 44. That the Court declare, adjudge and decree that Defendants violated the record
8 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
9 as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
10 thereto;

11 45. For actual, consequential and incidental losses and damages, according to proof;

12 46. For statutory penalties pursuant to California Labor Code section 226(e); and

13 47. For such other and further relief as the Court may deem just and proper.

14 **As to the Ninth Cause of Action**

15 48. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
17 all necessary business-related expenses as required by California Labor Code sections 2800
18 and 2802;

19 49. For actual, consequential and incidental losses and damages, according to proof;

20 50. For the imposition of civil penalties and/or statutory penalties;

21 51. For reasonable attorneys' fees and costs of suit incurred herein; and

22 52. For such other and further relief as the Court may deem just and proper.

23 **As to the Tenth Cause of Action**

24 53. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California
25 Labor Code;

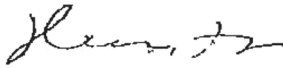
26 54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
27 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
28 Code and/or other applicable statutes; and

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55. For such other relief as the Court deems just and proper.

Dated: June 6, 2023

PROTECTION LAW GROUP, LLP

By: 
Heather Davis
Amir Nayebdadash
Attorneys for Plaintiff