

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for PLAINTIFF Richard Gonzales

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

Richard Gonzales

Plaintiff,

vs.

Clear Blue Energy Corporation and DOES 1-25

Defendants.

Case No.

**COMPLAINT FOR DAMAGES AND
RECOVERY OF PENALTIES UNDER
PRIVATE ATTORNEY GENERAL ACT**

Plaintiff RICHARD GONZALES (“Mr. Gonzales” or “PLAINTIFF”), in his representative capacity on behalf of himself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES, defined *below*, against Defendants Clear Blue Energy Corporation (“Defendant Clear Blue”), and DOES 1-25 (“Defendant Does”) (collectively “DEFENDANTS”), alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

I. INTRODUCTION

1. PLAINTIFF brings this representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and

1 hour violations under the California Labor Code.

2 2. PLAINTIFF is informed and believes, and thereon allege, that DEFENDANTS decreased
3 their employment-related costs by systematically violating California wage and hour laws.

4 3. DEFENDANTS' systematic pattern of wage and hour and IWC Wage Order violations
5 toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

6 a. Failure to provide meal periods;

7 b. Failure to provide rest periods;

8 c. Failure to pay all regular and overtime wages;

9 d. Failure to provide accurate payroll records;

10 e. Failure to reimburse for required business expenses;

11 f. Failure to provide accurate itemized wage statements;

12 g. Failure to timely pay wages due during, and upon termination of employment.

13 4. PLAINTIFF brings this representative action against DEFENDANTS on behalf of himself
14 and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil
15 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

16 5. PLAINTIFF reserves the right to name additional representatives throughout the State of
17 California.

18 **THE PARTIES**

19 6. Plaintiff Richard Gonzales ("PLAINTIFF"), an individual, has resided, and at all times
20 mentioned in this Complaint, continues to reside in Alameda County.

21 7. Defendant Clear Blue Energy Corporation ("Defendant Clear Blue") is a California
22 Corporation, registered with the California Secretary of State under Corporation No. 3218154, that
23 at all relevant times mentioned herein conducted and continues to conduct substantial and regular
24 business throughout California.

25 8. Defendant Does 1-25 ("Defendant Does") are persons and/or entities that at all relevant
26 times mentioned herein conducted and continue to conduct substantial and regular business
27 throughout California.

1 9. DEFENDANTS own, operate, and/or manage and oversee construction contracts for public
2 works projects throughout the State of California.

3 10. DEFENDANTS employed PLAINTIFF and other AGGRIEVED EMPLOYEES from
4 October 2021 through October 2022 for various public work projects based in Fremont, New
5 Mexico, and Petaluma.

6 11. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis.

7 12. PLAINTIFF brings this action in his representative capacity on behalf of the State of
8 California and on behalf of all individuals who are or previously were employed by DEFENDANT
9 Clear Blue in California who suffered one or more Labor Code violations enumerated in Labor
10 Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who worked for
11 DEFENDANTS between April 7, 2023, and the present (“PAGA PERIOD”).

12 13. Plaintiff is a former employee of DEFENDANTS who worked as inside wireman on public
13 works projects and thus entitled to prevailing wage requirements.

14 14. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code §
15 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged Labor
16 Code violations committed by DEFENDANTS.

17 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times were,
18 employees of DEFENDANTS, within the meanings set forth in the California Labor Code and the
19 applicable Industrial Welfare Commission Wage Order.

20 16. Each of the fictitiously named defendants participated in the acts alleged in this Complaint.
21 The true names and capacities of the defendants named as DOES 1 THROUGH 25, inclusive, are
22 presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth the true
23 names and capacities of these fictitiously named defendants when their true names are ascertained.
24 PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious
25 defendants have participated in the acts alleged in this Complaint.

26 17. DEFENDANT, including DOES 1 THROUGH 25 (hereinafter collectively
27 “DEFENDANTS”), were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s
28 employer, within the meaning of California Labor Code § 558, who violated or caused to be

1 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
2 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject
3 to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant
4 times.

5 18. DEFENDANTS were PLAINTIFF's employer or persons acting on behalf of
6 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
7 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
8 employee a wage less than the minimum fixed by California state law, and as such, are subject to
9 civil penalties for each underpaid employee.

10 **II. Joint Employer**

11 19. The Private Attorney General Act ("PAGA"), permits an aggrieved employee to enforce any
12 provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

13 20. Section 558 of the California Labor Code provides that "any employer *or other person* acting
14 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
15 provision regulating hours and days of work in any order of the Industrial Welfare Commissions
16 shall be subject to a civil penalty..." (*Lab. Code* § 558(a).);

17 21. Section 1197.1 of the Labor Code provides that "[a]ny employer *or other person* acting
18 either individually or as an officer, agent, or employee of another person, who pays or causes to be
19 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
20 an order of the commission shall be subject to a civil penalty..." (*Lab. Code* § 1197.1(a).)

21 22. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that a
22 corporate employer's owners, officers and directors, are subject to civil penalties for the employer's
23 failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1
24 does not depend on a finding of an alter ego, no alter ego allegations or findings are necessary.
25 *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v. Cjaders Food*,
26 *Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112,
27 1145-1146.

28 23. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and each

1 of them, are subject to civil penalties for their failure to pay PLAINTIFF and the AGGRIEVED
2 EMPLOYEES the appropriate wages as complained of herein and proximately caused the
3 complaints, injuries, and damages alleged herein.

4 24. At all relevant times, each DEFENDANTS, whether named or fictitious, was the agent,
5 employee or other person acting on behalf of each other Defendant, and, in participating in the acts
6 alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts
7 of the other.

8 25. Each DEFENDANTS, whether named or fictitious, exercised control over PLAINTIFF'S
9 wages, working hours, and/or working conditions.

10 26. Each DEFENDANTS, whether named or fictitious, acted in all respects pertinent to this
11 action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or policy,
12 and the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS.

13 **III. Jurisdiction and Venue**

14 27. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure,
15 Section 410.01. This Court has jurisdiction over PLAINTIFF'S claims for civil penalties under the
16 Private Attorney General Act of 2004, California Labor Code §2698, *et seq.*

17 28. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395
18 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i)
19 currently maintains and at all relevant times maintained offices and facilities in this County, and (ii)
20 committed the wrongful conduct herein alleged in this County against PLAINTIFF and the
21 AGGRIEVED EMPLOYEES.

22 **IV. Factual Allegations**

23 29. In violation of the applicable sections of the California Labor Code and the requirements of
24 the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
25 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
26 complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other
27 AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and the
28 other AGGRIEVED EMPLOYEES for all time worked, and failed to issue to PLAINTIFF and the

1 AGGRIEVED EMPLOYEES with accurate itemized wage statements showing, among other things,
2 all applicable hourly rates in effect during the pay periods and the corresponding amount of time
3 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
4 purposefully avoid the accurate and full payment for all time worked as required by California law
5 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
6 comply with the law.

7 A. Rest Break Violations

8 30. PLAINTIFF was required to work in excess of four (4) hours without being provided ten (10)
9 minute rest periods as a result of DEFENDANTS' practices and policies. PLAINTIFF was additionally
10 required to work in excess of eight (8) hours without being provided second ten (10) minute rest periods
11 as a result of DEFENDANTS' practices and policies. Specifically

12 31. From time-to-time during the PAGA PERIOD, PLAINTIFF and other AGGRIEVED
13 EMPLOYEES were also required from time to time to work in excess of four (4) hours without being
14 provided ten (10) minute rest periods as a result of demanding work requirements and DEFENDANTS'
15 policies and practices.

16 32. Further, for the same reasons these employees were denied their first rest periods of at least ten
17 (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time, PLAINTIFF
18 and other AGGRIEVED EMPLOYEES were denied a second rest period of at least ten (10) minutes for
19 some shifts worked of between six (6) and eight (8) hours, and third rest period of at least ten (10)
20 minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided
21 with rest breaks, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required
22 to remain on duty and/or on call. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not
23 provided with one-hour wages *in lieu* thereof. As a result of their rigorous work requirements and
24 DEFENDANTS' inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were from
25 time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

26 B. Meal Period Violations

27 33. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work
28 during the meal break during what was supposed to be PLAINTIFF'S off-duty meal break due to

1 DEFENDANTS' policies and inadequate staffing practices. For examples, PLAINTIFF often
2 worked during portions of his meal period so that he could finish his assigned job tasks.

3 34. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
4 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning
5 the time during which an employee is subject to the control of an employer, including all the time
6 the employee is suffered or permitted to work. From time-to-time during the PAGA PERIOD,
7 DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying
8 them for all the time they were under DEFENDANT'S control. Specifically, as a result of
9 PLAINTIFF'S demanding work requirements and Defendant's understaffing, DEFENDANTS
10 required PLAINTIFF and other AGGRIEVED EMPLOYEES to work during the meal break during
11 what was supposed to be off-duty meal break. As a result, PLAINTIFF and other AGGRIEVED
12 EMPLOYEES forfeited their regular wage and overtime wage by regularly working without their
13 time being accurately recorded and without compensation at the applicable wage and overtime rates.
14 DEFENDANTS had, and may continue to practice, a uniform policy to not pay PLAINTIFF and
15 other AGGRIEVED EMPLOYEES for all time worked.

16 35. From time-to-time during the PAGA PERIOD, as a result of work requirements and
17 DEFENDANTS' inadequate staffing practices, PLAINTIFF and other AGGRIEVED
18 EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and
19 were not fully relieved of duty for their meal period. PLAINTIFF and other AGGRIEVED
20 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANTS for more
21 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
22 time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty
23 meal period for some workdays in which these employees were required by DEFENDANTS to work
24 ten (10) hours of work from time to time. The nature of the work performed by PLAINTIFF and other
25 AGGRIEVED EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal
26 period exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED
27 EMPLOYEES were, from time to time, required to remain on duty. PLAINTIFF and other
28 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and in

1 accordance with DEFENDANTS' policies and practices. DEFENDANTS failed to maintain adequate
2 staffing levels on public work projects.

3 C. Off-the-clock Work Resulting in Minimum Wage and Overtime Violations

4 36. During the PAGA PERIOD, from time-to-time DEFENDANTS failed to accurately pay
5 PLAINTIFF and the other AGGRIEVED EMPLOYEES for all hours worked.

6 37. Specifically, DEFENDANTS from time-to-time not only required PLAINTIFF and
7 AGGRIEVED EMPLOYEES to return to work from rest and/or meal breaks early to perform off-the-
8 clock work, but also required PLAINTIFF and AGGRIEVED EMPLOYEES to work past their
9 scheduled time in order to complete site tasks and keep projects on planned schedules. From time-to-
10 time DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES necessary
11 wages for attending and performing work at DEFENDANTS' direction, request and benefit, while off-
12 the clock.

13 38. DEFENDANTS directly and indirectly benefited from the uncompensated off-the-clock work
14 performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

15 39. DEFENDANTS controlled the work schedules, duties, protocols, applications, assignments, and
16 employment conditions of PLAINTIFF and the other AGGRIEVED EMPLOYEES.

17 40. DEFENDANTS were able to track the amount of time PLAINTIFF and the other AGGRIEVED
18 EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF
19 and the other AGGRIEVED EMPLOYEES all wages earned and owed for all the work they performed,
20 including during meal period off-the-clock work.

21 41. PLAINTIFF and the other AGGRIEVED EMPLOYEES were non-exempt employees, subject
22 to the requirements of the California Labor Code.

23 42. DEFENDANTS' policies and practices deprived PLAINTIFF and the other AGGRIEVED
24 EMPLOYEES the prevailing and appropriate shift wages owed for the off-the-clock work activities on
25 public work projects. DEFENDANT'S policies and practices also deprived PLAINTIFF of overtime
26 pay.

27 43. DEFENDANTS knew or should have known that PLAINTIFF and the other AGGRIEVED
28 EMPLOYEES' off-the-clock work was compensable under the law.

1 44. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them
2 for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while off-the-
3 clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and the AGGRIEVED
4 EMPLOYEES wages for all hours worked in accordance with applicable law.

5 45. Specifically, PLAINTIFF, was unable to take off duty meal and rest breaks and was not fully
6 relieved of duty for his rest and meal periods. PLAINTIFF was required to perform work as ordered by
7 DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.
8 Additionally, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each
9 workday in which she was required by DEFENDANT to work ten (10) hours of work. Further,
10 PLAINTIFF often worked forty (40) hours in the workweek. DEFENDANTS failed to pay overtime
11 wages for hours worked in excess of 40 hours, and instead paid all time below the prevailing wage
12 at an hourly rate of \$70.39. DEFENDANTS additionally failed to pay correct prevailing wages for
13 subsequent and additional shifts worked in violation of the Department of Industrial Relations
14 prevailing wage rates. DEFENDANTS' policy caused PLAINTIFF to forfeit his off-duty meal and rest
15 breaks without additional compensation. Moreover, DEFENDANTS also provided PLAINTIFF with a
16 paystub that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to
17 reimburse PLAINTIFF for required business expenses related to the use of his travel and overnight stays,
18 on behalf of and in furtherance of his employment with DEFENDANTS. To date, DEFENDANTS have
19 not fully paid PLAINTIFF the overtime and double time compensation still owed to his or any penalty
20 wages owed to his under Cal. Lab. Code § 203

21 D. Unreimbursed Business Expenses

22 46. As an Inside Wireman, DEFENDANTS required PLAINTIFF to travel and stay overnight
23 at work sites. Additionally, PLAINTIFF was often required to use his personal truck for work
24 purposes including loading work and construction materials to various locations.

25 47. DEFENDANTS did not provide an inadequate number of vehicles to transport job site
26 materials and garbage. Instead, DEFENDANTS directed PLAINTIFF to use his personal truck to
27 transport these materials and discharge work duties.

28 48. PLAINTIFF and AGGREIVED EMPLOYEES submitted their business expenses

1 DEFENDANTS, but DEFENDANTS did not fully reimburse PLAINTIFF AND other
2 AGGRIEVED EMPLOYEES for travel expenses and never compensated PLAINTIFF and
3 AGGRIEVED EMPLOYEES for use of personal vehicles to discharge work duties.

4 E. Inaccurate Itemized Wage Statements

5 49. California Labor Code Section 226 requires an employer to furnish its employees an accurate
6 itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number
7 of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the
8 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
9 last four digits of the employee's social security number or an employee identification number other
10 than a social security number, (8) the name and address of the legal entity that is the employer and, (9)
11 all applicable hourly rates in effect during the pay period and the corresponding number of hours worked
12 at each hourly rate by the employee

13 50. From time to time during the PAGA PERIOD, when PLAINTIFF and other AGGRIEVED
14 EMPLOYEES performed overtime work, missed meal and rest breaks, or were not paid for all hours
15 worked, DEFENDANTS also failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES
16 with complete and accurate wage statements which failed to show, among other things, the total hours
17 worked and all applicable hourly rates in effect during the pay period and the corresponding amount of
18 time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
19 periods, overtime pay.

20 51. For instance, PLAINTIFF and AGGRIEVED EMPLOYEES, often forfeited their rest and meal
21 periods but were not compensated appropriately. DEFENDANTS violated California Labor Codes
22 section 226 by failing to list this remuneration, or the applicable hourly rate and the corresponding
23 number of hours worked at the applicable hourly rate for this remuneration. PLAINTIFF, suffered
24 damage as a result of DEFENDANTS' aforementioned violation because he could not promptly and
25 easily determine from the wage statement alone the applicable hourly rate and the corresponding number
26 of hours worked at the applicable hourly rate for this remuneration.

27 52. DEFENDANTS routinely failed to keep, maintain and store accurate payroll records. In addition
28 to the violations described above, DEFENDANTS, from time to time, failed to provide PLAINTIFF and

1 AGGRIEVED EMPLOYEES with wage statements that comply with Cal. Lab. Code § 226.
2 Specifically, DEFENDANTS failed to include the correct total number of hours worked.

3 53. As a result, DEFENDANTS issued PLAINTIFF and the other AGGRIEVED EMPLOYEES
4 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are
5 knowing and intentional, were not isolated or due to an unintentional payroll error due to clerical or
6 inadvertent mistake.

7 **V. Causes of Action**

8 **FIRST CAUSE OF ACTION**

9 For Violations of Prevailing Wage Laws on Public Works Projects
(Cal. Lab. Code §§ 1720, 1770 – 1773.1, 1776, 1777, 1777.5, 1777.6)
10 (Against All Defendants)

11 54. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
12 allegation set forth above.

13 55. Public works construction is regulated by the Department of Industrial Relations,
14 Department of Labor Standards Research (“DSLRL”) which, pursuant to Labor Code sections 1770,
15 1771, 1773 and 1773.1, determines the prevailing per diem wage, the appropriate job classification
16 through “Scope of Work” and determines the rate of pay, including benefits, that shall be paid to
17 certain crafts and trades of employees, including sprinkler fitters.

18 56. DEFENDANTS provide services on public works construction projects as defined by
19 California Labor Code section 1720, including, but not limited to the construction on the Coast
20 Guard Training Center in Petaluma and projects with the Mount Diablo School District in Concord.

21 57. PLAINTIFF and AGGRIEVED EMPLOYEES worked on public works constructions
22 projects as positions including inside wireman while in the employ of DEFENDANTS’.

23 58. DEFENDANTS engaged in a pattern and practice of intentionally and willfully failing
24 and/or refusing to pay its workers, including inside wiremen, who worked on public works projects
25 the prevailing wage rate required by Labor Code section 1771.

26 59. DEFENDANTS have, and may continue to, engaged in a pattern and practice of intentionally
27 and willfully failing and/or refusing to “keep accurate payroll records, showing the name, address,
28 social security number, work classification, straight time and overtime hours worked each day and

1 each week, and the actually per diem wages paid to each journeyman, apprentice, worker, or other
2 employee employed by [it] in connection with [Public Works projects]” involving work performed
3 by its employees, including the inside wiremen, as required by Labor Code section 1776.
4 Compliance with Labor Code section 1776 by DEFENDANTS is a fundamental public policy of
5 the State of California because violations thereof are made misdemeanors by Labor Code section
6 1777.

7 60. DEFENDANTS willfully refused to pay the correct minimum prevailing wage rate to inside
8 wiremen on public works jobs by paying employees below the prevailing wage on public works
9 projects.

10 61. PAGA specifically authorizes a private right of action against DEFENDANTS by the inside
11 wiremen, as aggrieved employee, for violations of Labor Code sections 1771, 1774, 1776 and
12 1777.5 (Cal. Lab. Code § 2699.5). PAGA also authorizes a private right of action for violations of
13 Labor Code sections 1773.1 and 1777.7 after proper notice and opportunity to cure (Cal. Lab. Code
14 § 2699.3(c)).

15 **SECOND CAUSE OF ACTION**

16 For Unfair Competition

17 (Cal. Bus. & Prof. Code §§ 17200 et seq.)

(Against All Defendants)

18 62. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
19 allegation set forth above.

20 63. PLAINTIFF seeks to enforce important rights affecting the public interest within the
21 meaning of Code of Civil Procedure section 1021.5.

22 64. California’s public policy is to protect employees by mandating that employees receive
23 reimbursements for necessary business expenses incurred by employees.

24 65. Defendant’s failure to pay reimbursements has been and continues to be, unfair, unlawful,
25 and harmful to PLAINTIFF and the general public.

26 66. A violation of California Business & Professions Code sections 17200 et seq. may be
27 predicated on the violation of any state or federal law. Defendant’s violations, as alleged herein,
28 including Cal. Lab. Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 515, 1174, and 2802, are

1 violations of California law, and constitute unlawful business acts and practices in violation of
2 California Business & Professions Code sections 17200 et seq.

3 67. PLAINTIFF is a wage worker dependent on DEFENDANTS for their livelihood and does
4 not have the same bargaining advantage as their employer.

5 68. DEFENDANTS controlled the activities of all employee labor, including
6 PLAINTIFF. DEFENDANTS thereby saved on employment costs by paying less than the total
7 reimbursements owed to PLAINTIFF.

8 69. Throughout the time relevant to this action, DEFENDANTS failed and/or refused to abide
9 by these long-standing employee protections, including the guarantees of employer reimbursements
10 for costs suffered as a direct consequence of employee's work duties.

11 70. Under its unlawful scheme, DEFENDANTS evaded its other legal responsibilities as an
12 employer and instead shifted the burden of paying the costs of business onto its employees.

13 71. With this unlawful scheme, DEFENDANTS unjustly appropriated for itself significant
14 amounts of money that it otherwise should have paid to employees as reimbursements.

15 72. DEFENDANTS illegally passed on business operational costs, thereby reducing wages due,
16 in violation of Labor Code section 2802.

17 73. DEFENDANTS' unfair business practices have reaped undue benefits and illegal profits,
18 and unjustly enriched DEFENDANTS, at the expense of PLAINTIFF.

19 74. PLAINTIFF has been personally injured by DEFENDANTS' unlawful business practices,
20 including the loss of money.

21 75. Pursuant to California Business & Professions Code sections 17200 et seq., PLAINTIFF are
22 also entitled to disgorgement of illegally acquired profits by DEFENDANTS during the period of
23 employment. PLAINTIFF is also entitled to an award of attorneys' fees and costs under the common
24 fund doctrine, California Code of Civil Procedure section 1021.5, and other applicable laws.

THIRD CAUSE OF ACTION
For Failure to Pay Minimum Wages
(Cal. Lab. Code § 1194, 1197& 1197.1)
(Against All Defendants)

76. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

77. PLAINTIFF and other AGGRIEVED EMPLOYEES bring a claim for DEFENDANTS' willful and intentional violations of California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages to PLAINTIFF and AGGRIEVED EMPLOYEES.

78. Pursuant to Cal. Lab. Code §204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

79. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit

80. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the other AGGRIEVED EMPLOYEES without regard to the correct amount of time they worked. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other AGGRIEVED EMPLOYEES.

81. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to AGGRIEVED EMPLOYEES as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF and the other AGGRIEVED EMPLOYEES in regard to listing the correct hours worked and compensation for missed meal and rest periods.

82. In committing these violations of the California Labor Code, DEFENDANTS inaccurately calculated the amount of time worked and consequently underpaid the actual time worked by PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

1 83. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF
2 and the other AGGRIEVED EMPLOYEES did not receive the correct wage compensation for their
3 time worked for DEFENDANTS.

4 84. During the PAGA PERIOD, PLAINTIFF and the other AGGRIEVED EMPLOYEES were
5 paid less for time worked than they were entitled to, constituting a failure to pay all earned wages.

6 85. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to
7 PLAINTIFF and the other AGGRIEVED EMPLOYEES for the true time they worked, PLAINTIFF
8 and the other AGGRIEVED EMPLOYEES have suffered and will continue to suffer an economic
9 injury in amounts which are presently unknown to them, and which will be ascertained according to
10 proof at trial.

11 86. DEFENDANTS knew or should have known that PLAINTIFF and the other AGGRIEVED
12 EMPLOYEES are under-compensated for their time worked. DEFENDANTS systematically elected,
13 either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a
14 matter of uniform corporate policy, practice and procedure, and DEFENDANTS perpetrated this
15 systematic scheme by refusing to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES the
16 correct wages for their time worked.

17 87. In performing the acts and practices herein alleged in violation of California labor laws, and
18 refusing to compensate the members of the AGGRIEVED EMPLOYEES for all time worked and
19 provide them with the requisite compensation, DEFENDANTS acted and continues to act
20 intentionally, oppressively, and maliciously toward PLAINTIFF and the other AGGRIEVED
21 EMPLOYEES with a conscious and utter disregard for their legal rights, or the consequences to them,
22 and with the despicable intent of depriving them of their property and legal rights, and otherwise
23 causing them injury in order to increase company profits at the expense of these employees.

24 88. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore request recovery of all
25 unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory
26 penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other
27 applicable statutes. To the extent minimum wage compensation is determined to be owed to the
28 PLAINTIFF and other AGGRIEVED EMPLOYEES who have terminated their employment,

1 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals
2 are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
3 herein on behalf of the PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS'
4 conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other
5 AGGRIEVED EMPLOYEES are entitled to seek and recover statutory costs.

6 **FOURTH CAUSE OF ACTION**

7 For Failure to Reimburse Business Expenses
8 (Cal. Lab. Code § 2802)
(Against All Defendants)

9 89. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
10 allegation set forth above.

11 90. Pursuant to California Labor Code section 2802, DEFENDANTS are required to indemnify
12 PLAINTIFF for the expenses and losses incurred during the performance of his job duties. The
13 purpose of this statute is to prevent employers from passing their operating expenses on to their
14 employees.

15 91. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse PLAINTIFF
16 for necessary business expenditures for travel expenses incurred in discharging work duties.

17 92. DEFENDANTS sought to pad their own pockets at the expense of their employees, and
18 instead of compensating their employees for the necessary business costs, the employer passed on
19 its costs to its employees.

20 93. DEFENDANTS intentionally failed to reimburse its employees for the actual expenses
21 incurred and thereby increased its own profits to the detriment of its employees.

22 94. PLAINTIFF seeks to recover these business expenditures, plus interest thereon, reasonable
23 attorneys' fees, and costs, in an amount to be proven at trial.

24 95. Interest accrues from the date the employee incurred the necessary expenditure or loss.
25
26
27
28

1 **FIFTH CAUSE OF ACTION**

2 For Failure to Pay Wages When Due
3 Cal. Lab. Code §§ 201, 202, 203, and 204
4 (Against All Defendants)

5 96. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
6 allegation set forth above.

7 97. If an employer willfully fails to pay, without abatement or reduction, in accordance with
8 Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages of the
9 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
10 an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
11 Lab. Code § 203).

12 98. To date, DEFENDANTS, have yet to pay PLAINTIFF all of the wages and all premiums
13 due to his overtime and off the clock work, for missed meal and rest breaks, for business expenses
14 and DEFENDANTS have failed to pay any penalty wages owed to him under California Labor
15 Code section 203. As a result of DEFENDANTS failure to pay PLAINITFF for all hours worked,
16 pay meal premiums at the correct rate, and separately compensate PLAINTIFF for his rest breaks,
17 DEFENDANTS also failed to pay all wages to PLAINITFF at the time of termination, thereby
18 violating California Labor Code section 203.

19 99. Additionally, the employment of PLAINTIFF and many AGGRIEVED EMPLOYEES
20 terminated, and DEFENDANTS have not tendered payment of wages to these employees who were
21 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as required
22 by law.

23 100. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and other
24 AGGRIEVED EMPLOYEES whose employment has terminated, PLAINTIFF demands up to thirty
25 (30) days of pay as penalty for not paying all wages due at time of termination for all employees who
26 terminated employment during the PAGA PERIOD and demand an accounting and payment of all
27 wages due, plus interest and statutory costs as allowed by law.

28 101. Further, every person who fails to pay the wages of each employee as provided in
Sections 204 is liable for \$100.00 for the initial violations, \$200 for each subsequent failure to pay

1 an employee, plus 25% of the amount unlawfully withheld.

2 102. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code
3 sections 203, 204, and 210 for the reimbursement violations committed by DEFENDANTS.

4 **SIXTH CAUSE OF ACTION**

5 For Failure to Provide Accurate, Itemized Wage Statements
6 (Cal. Lab. Code § 226)
(Against All Defendants)

7 103. PLAINTIFF incorporates by reference and realleges as if fully stated herein each
8 and every allegation set forth above.

9 104. Section 226(a) of the California Labor Code requires employers to provide itemized
10 wage statements accurately reporting total hours worked, wages earned, and all deductions made
11 from wages earned by such employees.

12 105. DEFENDANTS did not accurately record PLAINTIFF's and other AGGRIEVED
13 EMPLOYEES' wages, time worked, and missed meal and rest breaks. DEFENDANTS failed to provide
14 an accurate wage statement in writing that properly and accurately itemizes all wages, and missed meal
15 and rest periods and reporting time wages owed to PLAINTIFF and the other AGGRIEVED
16 EMPLOYEES and thereby also failed to set forth the correct wages earned by the employees

17 106. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
18 section 226(a) on each and every wage statement that they should have provided to PLAINTIFF.

19 107. By failing to keep adequate records, as required by Labor Code section 226,
20 DEFENDANTS injured PLAINTIFF, making it difficult for PLAINTIFF to calculate the
21 expenditures the employer did not reimburse. Those injuries include unpaid wages, interest, and
22 penalties thereon.

23 108. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
24 226(e) for the wage statement violations committed by DEFENDANTS.

25 **SEVENTH CAUSE OF ACTION**

26 For Failure to Pay Overtime Compensation
27 (Cal. Lab. Code §§ 510, 1194, 1198 et seq.)
(Against All Defendants)

28 109. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and

1 every allegation set forth above.

2 110. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of the
3 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure
4 to pay PLAINTIFF for all overtime worked, including, work performed in excess of eight (8) hours in a
5 workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

6 111. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
7 policy, an employer must timely pay its employees for all hours worked.

8 112. Cal. Lab. Code § 510 further provides that employees in California shall not be employed
9 more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive
10 additional compensation beyond their regular wages in amounts specified by law.

11 113. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
12 including minimum wage and overtime compensation and interest thereon, together with the costs of
13 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than
14 those fixed by the Industrial Welfare Commission is unlawful.

15 114. PLAINTIFF was required by DEFENDANTS to work for DEFENDANTS and was
16 not paid for all the time he worked, including overtime.

17 115. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the AGGRIEVED EMPLOYEES, as a result of implementing a
19 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
20 AGGRIEVED EMPLOYEES and denied accurate compensation to PLAINTIFF and the AGGRIEVED
21 EMPLOYEES for overtime worked, including, the overtime work performed in excess of eight (8) hours
22 in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek

23 116. In committing these violations of the California Labor Code, DEFENDANTS
24 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
25 PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS acted in an illegal attempt to
26 avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the
27 Industrial Welfare Commission requirements and other applicable laws and regulations.

28 117. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,

1 PLAINTIFF and the other AGGRIEVED EMPLOYEES did not receive full compensation for overtime
2 worked.

3 118. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
4 overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFF and the
5 other AGGRIEVED EMPLOYEES. Further, PLAINTIFF and the AGGRIEVED EMPLOYEES were
6 not subject to a valid collective bargaining agreement that would preclude the causes of action contained
7 herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself and AGGRIEVED
8 EMPLOYEES based on DEFENDANTS' violations of non-negotiable, non-waivable rights provided
9 by the State of California.

10 119. DEFENDANTS paid PLAINTIFF and the AGGRIEVED EMPLOYEES less overtime
11 and less than prevailing wages than they are entitled to, constituting a failure to pay all earned wages.

12 120. DEFENDANTS failed to accurately pay PLAINTIFF and the other AGGRIEVED
13 EMPLOYEES overtime wages for the time they worked which was in excess of the maximum hours
14 permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and
15 the other AGGRIEVED EMPLOYEES were required to work, and did in fact work, overtime as to
16 which DEFENDANTS failed to accurately record and pay as witnessed by employees.

17 121. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
18 to PLAINTIFF and the other AGGRIEVED EMPLOYEES for all overtime worked by these employees,
19 PLAINTIFF and the AGGRIEVED EMPLOYEES have suffered and will continue to suffer an
20 economic injury in amounts which are presently unknown to them, and which will be ascertained
21 according to proof at trial.

22 122. DEFENDANTS knew or should have known that PLAINTIFF and the other
23 AGGRIEVED EMPLOYEES were under-compensated for all overtime worked. DEFENDANTS
24 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
25 employees for their labor as a matter of uniform company policy, practice and procedure, and
26 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
27 AGGRIEVED EMPLOYEES for overtime worked.

28 123. In performing the acts and practices herein alleged in violation of California labor laws,

1 and refusing to compensate the members of AGGRIEVED EMPLOYEES for all overtime worked and
2 provide them with the requisite overtime compensation, DEFENDANTS acted and continue to act
3 intentionally, oppressively, and maliciously toward PLAINTIFF and the other AGGRIEVED
4 EMPLOYEES with a conscious and utter disregard for their legal rights, or the consequences to them,
5 and with the despicable intent of depriving them of their property and legal rights, and otherwise causing
6 them injury in order to increase company profits at the expense of these employees.

7 124. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore request recovery of
8 all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the
9 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California
10 Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is
11 determined to be owed to AGGRIEVED EMPLOYEES who have terminated their employment,
12 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these employees
13 would also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
14 herein on behalf of these AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged herein was
15 willful, intentional, and not in good faith. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES
16 are entitled to seek and recover statutory costs.

17 **EIGHTH CAUSE OF ACTION**

18 For Failure to Provide Required Meal Periods
19 (Cal. Lab. Code §§ 226.7& 512)
(Against All Defendants)

20 125. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
21 every allegation set forth above.

22 126. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
23 PLAINTIFF and the other AGGRIEVED EMPLOYEES as required by the applicable Wage Order and
24 Labor Code. The nature of the work performed by PLAINTIFF and AGGRIEVED EMPLOYEES did
25 not prevent these employees from being relieved of all of their duties for the legally required off-duty
26 meal periods. As a result of their rigorous work schedules and remote job sites, PLAINTIFF and other
27 AGGRIEVED EMPLOYEES were often not fully relieved of duty by DEFENDANTS for their meal
28 periods. Further, DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with

1 a second off-duty meal period in some workdays in which these employees were required by
2 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other AGGRIEVED
3 EMPLOYEES forfeited meal breaks without additional compensation and in accordance with
4 DEFENDANT's strict corporate practices.

5 127. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
6 IWC Wage Order by failing to compensate PLAINTIFF and AGGRIEVED EMPLOYEES who were
7 not provided a meal period, in accordance with the applicable Wage Order, one additional hour of
8 compensation at each employee's regular rate of pay for each workday that a meal period was not
9 provided.

10 128. As a proximate result of the aforementioned violations, PLAINTIFF and AGGRIEVED
11 EMPLOYEES have been damaged in an amount according to proof at trial, and seek all wages earned
12 and due, interest, penalties, expenses and costs of suit.

13 **NINTH CAUSE OF ACTION**

14 For Failure to Provide Rest Periods
15 (Cal. Lab. Code §§ 226.7 & 512)
(Against All Defendants)

16 129. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
17 every allegation set forth above.

18 130. From time to time, PLAINTIFF and other AGGRIEVED EMPLOYEES were required
19 to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these
20 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
21 least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts
22 worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)
23 minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other AGGRIEVED
24 EMPLOYEES were also not provided with one-hour wages in lieu thereof. As a result of their rigorous
25 work schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES were periodically denied their
26 proper rest periods by DEFENDANTS and DEFENDANTS' managers.

27 131. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
28 IWC Wage Order by failing to compensate PLAINTIFF and AGGRIEVED EMPLOYEES who were

1 not provided a rest period, in accordance with the applicable Wage Order, one additional hour of
2 compensation at each employee's regular rate of pay for each workday that rest period was not provided

3 132. As a proximate result of the aforementioned violations, PLAINTIFF and AGGRIEVED
4 EMPLOYEES have been damaged in an amount according to proof at trial, and seek all wages earned
5 and due, interest, penalties, expenses and costs of suit.

6 **TENTH CAUSE OF ACTION**

7 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
8 (Cal. Lab. Code §§ 2698 et seq.)
(Against All Defendants)

9 133. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
10 every allegation set forth above.

11 134. As a result of the acts alleged herein, PLAINTIFF, as AGGRIEVED EMPLOYEES
12 within the meaning of Labor Code section 2699, subdivision (c), on behalf of themselves and all
13 other AGGRIEVED EMPLOYEES of DEFENDANTS, seek the recovery of civil penalties against
14 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
15 and intentional violations of the California Labor Code:

16 a. For failing to indemnify PLAINTIFF, other employees, and the other AGGRIEVED
17 EMPLOYEES for expenditures incurred by such employees in direct consequence of their discharge
18 of duties (i.e., travel expenses) in violation of Labor Code section 2802;

19 b. For failing to pay wages promptly or when due and payable, in violation of Labor
20 Code sections 201, 202, 203, and 204;

21 c. For failing to maintain for and provide to PLAINTIFF, other employees the accurate,
22 itemized wage statements required by Labor Code Section 226.

23 d. For failing to compensate PLAINTIFF and other employees who were not provided
24 a meal and/or rest period in violation of Labor Code Section 226.7; and

25 e. For failing to provide employees who worked more than eight (8) hours per workday
26 and more than forty (40) hours per workweek additional compensation beyond their regular wages in
27 violation of Labor Code Section 510.

28 f. For failing to pay wages in accordance with prevailing wages on public works projects.

135. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages, including all necessary expenditures or losses incurred by PLAINTIFF and other employees, pursuant to Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 1174, 1198.5, 2802, and 2699, subdivisions (a) and (f).

136. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFF'S intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DAMAGES

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and severally, as follows:

1. On behalf of the PLAINTIFF:

- A. For an Order requiring DEFENDANTS to pay restitution to PLAINTIFF and AGGRIEVED EMPLOYEES for unlawful activities under Cal. Bus. & Prof. Section 17203;
- B. An order requiring DEFENDANTS to disgorge profits related to the unlawful nonpayment of prevailing wages and overtime wages;
- C. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- D. An order requiring DEFENDANTS to pay all prevailing and overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other AGGRIEVED EMPLOYEES; and
- E. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation, due to PLAINTIFF and the other AGGRIEVED EMPLOYEES, during the applicable PAGA PERIOD plus interest thereon at the statutory rate;

- 1 F. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
2 applicable IWC Wage Order;
- 3 G. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
4 violation occurs and one hundred dollars (\$100) per each member of the AGGRIEVED
5 EMPLOYEES for each violation in a subsequent pay period, not exceeding an aggregate
6 penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab.
7 Code § 226.
- 8 H. The wages of all terminated employees from the AGGRIEVED EMPLOYEES as a penalty
9 from the due date thereof at the same rate until paid or until an action therefore is
10 commenced, in accordance with Cal. Lab. Code §203.
- 11 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- 12 A. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General
13 Act of 2004;
- 14 B. For an award of reasonable attorney's fees and costs, including expert witnesses under
15 Labor Code section 2699(g)(1).
- 16 3. On all claims:
- 17 A. An award of interest, including prejudgment interest at the legal rate;
- 18 B. Such other and further relief as the Court deems just and equitable; and
- 19 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

20
21 Dated: April 7, 2023

22 EMRAN LAW FIRM

23
24
25

Harris Emran
26 Attorney for PLAINTIFF and Aggrieved
27 Employees
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: April 7, 2023

EMRAN LAW

By: _____
Harris Emran
Attorney for PLAINTIFF and AGRIEVED
Employees