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FILED
KERN COUNTY
AUG 21 2023
BY manuel DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

MANUEL MARROQUIN ZEPEDA, an
individual,

Plaintiff,

vs.

CENTRAL VALLEY PIPELINE &
EXCAVATION, a California Corporation,
MATTHEW WILLIAMS, an individual; and
DOES 1 through 100, inclusive;
Defendants.

CASE NO.: BCV-23-101531
[Hon. Thomas S. Clark]

**FIRST AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197)
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 510 1194, 1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7 AND 512);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7 AND 516);
- (5) **WAGE STATEMENT
VIOLATIONS** (LABOR CODE §
226 *et seq.*);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **UNFAIR COMPETITION** (BUS &
PROF CODE § 17200 *et seq.*)
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT** (LABOR CODE §
2698, *et seq.*)

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Manuel Marroquin Zepeda (hereinafter "Plaintiff") on behalf of himself and all
2 other aggrieved employees, hereby brings this Representative Action Complaint against Central
3 Valley Pipeline & Excavation a California Corporation, Matthew Williams, and DOES 1 to 100,
4 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself, hereby brings this action for recovery of unpaid
7 wages and penalties under California Business and Professions Code § 17200, et. seq., Labor
8 Code §§ 201-203, 226, 226.7, 510, 512, 558.1 516, 1194, 1198, 2698 *et seq.*, and Industrial
9 Welfare Commission Wage Order No. 16 ("Wage Order 16"), in addition to seeking declaratory
10 relief and restitution. This Court has jurisdiction over Defendants' violations of the California
11 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to California Code of Civil
14 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
15 occurred in the County of Kern. Defendants own, maintain offices, transact business, have an
16 agent or agents within the County of Kern, and/or otherwise are found within the County of Kern,
17 and Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was and currently is, a California resident. During the four years immediately preceding
21 the filing of the Complaint in this action and within the statute of limitations periods applicable
22 to each cause of action pled herein, Plaintiff was employed by Defendants as an Operator. Plaintiff
23 was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money
24 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-
25 203, 226, 226.7, 510, 512, 516, 558.1, 1194, 1198, 2698 *et seq.*, California Business and
26 Professions Code § 17200 et seq. (Unfair Competition), and Wage Order 16, which sets
27 employment standards for occupations in the construction, drilling, logging, and mining
28 industries.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
3 do) business by offering general engineering contractor services, including pipeline and
4 excavation services, in Kern County, and employed Plaintiff within Kern County and the State of
5 California and, therefore, were (and are) doing business in Kern County and the State of
6 California. Plaintiff is informed and believes, and based thereon alleges, that during the four
7 years preceding the filing of the Complaint and continuing to the present, Defendant Matthew
8 Williams was an owner, director, officer, or managing agent of Defendant Central Valley Pipeline
9 & Excavation.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
14 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff to be subject to the unlawful employment practices, wrongs,
17 injuries and damages complained of herein.

18 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
19 herein, Defendants were the employers of Plaintiff.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendant Central Valley Pipeline & Excavation provides general engineering
5 contractor services, including pipeline and excavation services throughout Kern County,
6 California.

7 10. Plaintiff was employed by Defendants as an Operator from approximately
8 September 2021 through January 10, 2023 at various assigned locations throughout Kern County.
9 Throughout his employment, Plaintiff was responsible for operating machines, including a
10 backhoe and loader to perform his duties including backfilling and compaction.

11 11. During the relevant period, Defendants' timekeeping policies and/or practices
12 resulted in Plaintiff not being compensated for all hours he actually worked. Defendants required
13 Plaintiff to record only his scheduled work hours, and Defendants compensated Plaintiff only for
14 these hours. However, each workday Defendants required Plaintiff to perform work beyond his
15 scheduled work hours, including to cleanup tools/equipment, load tools/equipment, and secure
16 tools/equipment at the assigned location, put diesel fuel in the machines, and/or drive to a assigned
17 location to pick-up his paychecks ("Pre & Post Project Duties"). Plaintiff's Pre & Post Project
18 Duties generally approximately 30 minutes each workday, and Plaintiff was never compensated
19 for his time spent performing these work activities. When Plaintiff attempted to include the time
20 spent performing Pre & Post Project Duties on his timesheet, Defendants' agent Brad told
21 Plaintiff, "I'm not going to pay for that," and directed Plaintiff to only record his scheduled
22 worked hours on his timesheet. These timekeeping policies/practices resulted in Plaintiff not
23 being compensated for all hours actually worked. Plaintiff is therefore owed unpaid minimum
24 wages, and unpaid overtime wages for the hours he actually worked but received no
25 compensation.

26 12. During the relevant time period, Defendants' timekeeping policies and/or practices
27 resulted in Defendants not paying Plaintiff overtime for all overtime hours worked because
28 Defendants did not pay Plaintiff overtime premium wages for all hours he worked over eight

1 hours in a workday and/or for all hours he worked over forty (40) hours in a workweek. For
2 example, during a workweek in May 2022 Plaintiff worked 52 hours but Defendants paid Plaintiff
3 overtime wages for only 7.5 hours during the workweek. Plaintiff is therefore owed unpaid
4 overtime premium wages for the overtime hours he worked but received no overtime
5 compensation.

6 13. At all times relevant herein, Defendants failed to provide Plaintiff with all
7 statutorily-mandated meal periods, due to Defendants' unlawful meal period policies and/or
8 practices, which failed to provide Plaintiff a first uninterrupted 30-minute meal period before the
9 end of his fifth hour of work due to the volume of work Plaintiff was assigned to complete before
10 the end of his fifth hour of work. Defendants also wholly failed to provide Plaintiff a second
11 uninterrupted 30-minute meal period before the end of his tenth hour of work during each shift in
12 which Plaintiff worked more than ten hours. Nonetheless, in the event that a required meal period
13 was not in fact provided, Defendants never paid Plaintiff the meal period premiums required by
14 Labor Code § 226.7.

15 14. At all times relevant herein, Defendants also failed to authorize and permit
16 Plaintiff to take all required rest periods, due to Defendants' unlawful rest period policies and/or
17 practices, which failed to authorize and permit Plaintiff to take a first, second, or third rest period.
18 This included Defendants, as a matter of policy and practice, discouraging employees from taking
19 legally compliant first, second, and third rest periods by taking employees off subsequent work
20 schedules if employees attempted to take a legally compliant rest period. Despite Defendants'
21 failure to authorize and permit all required rest periods due to their uniform and unlawful
22 practices, Defendants never provided Plaintiff with an hour of pay at his regular rate for each rest
23 period violation as required by Labor Code § 226.7.

24 15. As a result of Defendants' failure to pay all overtime wages owed, all meal
25 premium wages owed, and all rest premium wages owed to Plaintiff, Defendants maintained
26 inaccurate payroll records and issued inaccurate wage statements to Plaintiff. *See Naranjo v.*
27 *Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022).

28 16. As a result of Defendants' failure to pay all overtime wages, all meal premium

1 wages, and all rest premium wages owed to Plaintiff, Defendants failed to pay Plaintiff all wages
2 owed upon the termination of his employment, as required by Labor Code §§ 201-202. *See*
3 *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022).

4 **FIRST CAUSE OF ACTION**

5 **MINIMUM WAGE VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

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

8 18. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
9 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
10 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
11 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
12 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
13 wages and interest accrued thereon.

14 19. As discussed in the factual allegations contained herein, Defendants failed to
15 conform their timekeeping practices to the requirements of the law. Accordingly, Plaintiff was
16 not compensated for all hours worked including, but not limited to, all hours he was subject to the
17 control of Defendants and/or suffered or permitted to work under the California Labor Code and
18 Wage Order 16.

19 20. Defendants' policy and practice of not paying all minimum wages violates
20 California Labor Code §§ 204, 210, 216, 558, 558.1, 1182.12, 1197.1, 1198, and Wage Order 16.

21 21. Such a practice and uniform administration of corporate policy regarding illegal
22 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in a civil
23 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,
24 statutory penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204,
25 210, 216, 558, 558.1, 1194, 1198, and Code of Civil Procedure § 1021.5.

26 **SECOND CAUSE OF ACTION**

27 **OVERTIME WAGE VIOLATIONS**

28 **(AGAINST ALL DEFENDANTS)**

1 22. Wage Order 16, § 3 and California Labor Code §§ 510, 1194, and 1198 establish
2 the right of employees to be paid one and one-half times the employee's regular rate of pay for
3 all hours worked in excess of eight (8) hours up to and including 12 hours in any workday or more
4 than 40 hours in any workweek, and for the first eight (8) hours worked on the seventh (7th)
5 consecutive day of work in a workweek, in amounts set by state law. Labor Code §§ 1194(a) and
6 provides that an employee who has not been paid overtime wages as required by Labor Code §
7 510 may recover the unpaid balance together with interest accrued thereon, attorneys' fees, and
8 costs of suit.

9 23. At all relevant times herein, Defendants failed to conform their pay practices to
10 the requirements of the law by causing Plaintiff to work in excess of 8 hours per workday, and/or
11 40 hours per workweek, but failing to compensate Plaintiff at one and one-half times his regular
12 rate of pay for all overtime hours worked.

13 24. As a direct and proximate result of Defendants' unlawful conduct as alleged
14 herein, Plaintiff has sustained economic damages, including but not limited to unpaid overtime
15 wages and lost interest, in an amount to be established at trial, and he is entitled to recover
16 economic and statutory damages and penalties and other appropriate relief as a result of
17 Defendants' violations of the California Labor Code and Wage Order 16.

18 25. Defendants' practice and uniform administration of corporate policy regarding
19 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in
20 a civil action for the unpaid amount of overtime wages, including interest thereon, statutory
21 penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
22 558.1, 510, 1194, 1198, and Code of Civil Procedure § 1021.5.

23 **THIRD CAUSE OF ACTION**

24 **MEAL PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

27 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 failed in their affirmative obligation to provide Plaintiff with all required meal periods in

1 accordance with the mandates of the California Labor Code and applicable Wage Order, for the
2 reasons set forth in the factual allegations of this Complaint.

3 28. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations, including interest thereon, statutory penalties, attorneys' fees, and costs of suit
5 pursuant to the applicable wage order, Labor Code §§ 218.5, 226.7, 512, 558.1, and Civil Code
6 §§ 3287(b) and 3289. *See Betancourt v. OS Restaurant Services, LLC*, 83 Cal.App.5th 132
7 (2022).

8 **FOURTH CAUSE OF ACTION**

9 **REST PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

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

12 30. Wage Order 16, and California Labor Code sections 226.7 and 516 establish the
13 right of employees to be provided with a rest period of at least ten (10) minutes for each four (4)
14 hour period worked, or major fraction thereof.

15 31. Due to their unlawful rest period policies and/or practices, Defendants did not
16 authorize and permit Plaintiff to take all rest periods to which he was legally entitled. Despite
17 Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff at his
18 regular rate of pay for each violation, in accordance with California Labor Code § 226.7.

19 32. The foregoing violations create an entitlement to recovery by Plaintiff in a civil
20 action for the unpaid amount of rest period premiums owing, including interest thereon, statutory
21 penalties, attorneys' fees, and costs of suit pursuant to the applicable Wage Order, California
22 Labor Code sections 226.7, 516, 558.1, and Civil Code sections 3287(b) and 3289. *See*
23 *Betancourt v. OS Restaurant Services, LLC*, 83 Cal.App.5th 132 (2022).

24 **FIFTH CAUSE OF ACTION**

25 **WAGE STATEMENT VIOLATIONS**

26 **(AGAINST ALL DEFENDANTS)**

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

28 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knowingly and intentionally, as a matter of uniform policy and/or practice, failed to furnish
2 Plaintiff with accurate and complete itemized wage statements that included, among other
3 requirements, total gross and net straight and overtime wages earned, meal period premium wages
4 earned, rest period premium wages earned, in violation of Labor Code § 226.

5 35. Defendants' failure to furnish Plaintiff with complete and accurate itemized wage
6 statements resulted in actual injury, as said failures led to, among other things, the non-payment
7 of all minimum wages, overtime wages, meal and rest period premium wages, and deprived
8 Plaintiff of the information necessary to identify the discrepancies in Defendants' reported data.

9 36. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action
10 for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil
11 penalties, reasonable attorney's fees, and costs of suit according to Labor Code §§ 226 and 226.3,
12 558.1.

13 **SIXTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **(AGAINST ALL DEFENDANTS)**

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

17 38. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
18 an employer to pay all wages earned immediately at the time of termination of employment in the
19 event the employer discharges the employee or the employee provides at least 72 hours of notice
20 of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
21 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
22 employee's last date of employment.

23 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed to timely pay Plaintiff all final wages due to him at the time of his separation which
25 includes, among other things, unpaid minimum wages, overtime wages, and unpaid meal period
26 and rest period premium wages. Defendants' failure to pay all final wages was wilful within the
27 meaning of Labor Code § 203.

28 40. Defendants' wilful failure to timely pay Plaintiff his earned wages upon separation

1 from employment results in a continued payment of wages up to thirty (30) days from the time
2 the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code §§
3 203, 558.1, plus reasonable attorneys' fees and costs of suit.

4 **SEVENTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(AGAINST ALL DEFENDANTS)**

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

8 42. Defendants have engaged and continue to engage in unfair and/or unlawful
9 business practices in California in violation of California Business and Professions Code § 17200
10 et seq. by engaging in the unlawful conduct described above, including failing to pay Plaintiff all
11 minimum wages and overtime wages; failing to provide all legally required meal and rest periods
12 or pay legally compliant premium payments in lieu thereof; and knowingly failing to furnish
13 accurate and complete itemized wage statements in violation of Labor Code § 226; and willfully
14 failing to pay all final wages upon separation of employment in violation of Labor Code §§ 201-
15 202.

16 43. Defendants' utilization of these unfair and/or unlawful business practices deprived
17 Plaintiff of compensation to which he is legally entitled, constitutes unfair and/or unlawful
18 competition, and provides an unfair advantage over Defendants' competitors who have been
19 and/or are currently employing workers and attempting to do so in honest compliance with
20 applicable wage and hour laws.

21 44. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
22 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore
23 any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and
24 Professions Code §§ 17203 and 17208.

25 45. The acts complained of herein occurred within the last four years immediately
26 preceding the filing of the Complaint in this action.

27 46. Plaintiff was compelled to retain the services of counsel to file this court action to
28 protect his interests and to enforce important rights affecting the public interest. Plaintiff has

1 thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover
2 under Code of Civil Procedure § 1021.5.

3 **EIGHTH CAUSE OF ACTION**
4 **PRIVATE ATTORNEYS GENERAL ACT**
5 **(AGAINST ALL DEFENDANTS)**

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

7 48. Defendants have committed several Labor Code violations against Plaintiff and
8 other similarly aggrieved employees. Plaintiff, as an "aggrieved employee" within the meaning of
9 Labor Code § 2698 et seq., acting on behalf of himself and other similarly aggrieved employees,
10 brings this representative action against Defendants to recover the civil penalties due to Plaintiff,
11 other similarly aggrieved employees, and the State of California according to proof pursuant to
12 Labor Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and
13 \$200 for each subsequent violation per employee per pay period for the following Labor Code
14 violations:

- 15 a. Failing to compensate at least the California minimum wage for all hours
16 worked to Plaintiff and other similarly aggrieved employees in violation of
17 Labor Code §§ 1182.12, 1194, 1194.2, 1197;
- 18 b. Failing to compensate overtime wages for all hours worked over eight-hours in
19 a workday or over forty-hours in a workweek to Plaintiff and other similarly
20 aggrieved employees in violation of Labor Code §§ 510, 1194, 1198;
- 21 c. Failing to provide all legally required meal periods, or to pay premium pay in
22 lieu thereof, to Plaintiff and other similarly aggrieved employees in violation of
23 Labor Code §§ 226.7, 512, and 558;
- 24 d. Failing to authorize and permit all legally required rest periods, or to pay
25 premium pay in lieu thereof, to Plaintiff and other similarly aggrieved
26 employees in violation of Labor Code §§ 226.7, 516, and 558;
- 27 e. Failing to furnish Plaintiff and other similarly aggrieved employees with
28 complete, accurate, itemized wage statements in violation of Labor Code § 226;

- 1 f. Failing to pay Plaintiff and other similarly aggrieved employees all earned
2 wages at least twice during each calendar month in violation of Labor Code §
3 204; and
4 g. Failing to pay Plaintiff and other similarly aggrieved employees all earned
5 wages due at the end of their employments in violation of Labor Code §§ 201-
6 202; and
7 h. Failing to maintain accurate records on behalf of Plaintiff and other similarly
8 aggrieved employees in violation of Labor Code § 1174.

9 49. Plaintiff notified Defendants via certified mail and filed an online PAGA claim
10 notice with the California Labor and Workforce Development Agency ("LWDA") identifying
11 Defendants' violations of the California Labor Code identified in this Complaint and Plaintiff's
12 intent to bring a claim for civil penalties under California Labor Code section 2698 et seq. Plaintiff
13 also submitted a filing fee of seventy-five (\$75.00) to the LWDA in accordance with Labor Code
14 section 2699.3(a)(1)(B). Sixty-five days have passed from the date of Plaintiff's notice to the
15 LWDA, and thus Plaintiff has exhausted his administrative remedies, thereby allowing Plaintiff to
16 commence a civil action against Defendants pursuant to Labor Code section 2699.

17 50. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect their interests and the interests of other similarly aggrieved employees, and to assess and
19 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
20 costs, which he is entitled to receive under California Labor Code § 2699.

21 **PRAYER**

22 WHEREFORE, Plaintiff prays for judgment for himself against Defendants, as follows:

- 23 1. Upon the First Cause of Action, for payment of minimum wages, liquidated
24 damages, and penalties according to proof pursuant to Labor Code §§ 558.1, 1182.12, 1194,
25 1194.2, 1197, and 1199
26 2. Upon the Second Cause of Action, for payment of unpaid overtime wages, and
27 penalties according to proof pursuant to Labor Code §§ 510, 558.1, 1194, and 1198;
28 3. Upon the Third Cause of Action, for compensatory, consequential, general and

1 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558.1;

2 4. Upon the Fourth Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558.1;

4 5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §§
5 226, and 558.1;

6 6. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §§
7 201-203, and 558.1;

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

11 8. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
12 similarly aggrieved employees, and the State of California according to proof pursuant to Labor
13 Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$50.00 for each initial violation
14 and \$100 for each subsequent violation of Labor Code § 558 per employee per pay period and;
15 (2) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per
16 pay period for the violations of the Labor Code Sections cited in Labor Code § 2699.5;

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

19 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code,
20 including §§ 218.5, 226, 1194 et seq. 2699(g); and Code of Civil Procedure § 1021.5; and

21 11. For such other and further relief the Court may deem just and proper.

22 Dated: July 26, 2023

SANI LAW, APC

23
24 By:



Sam Sani

Attorney for Plaintiff

MANUEL MARROQUIN ZEPEDA

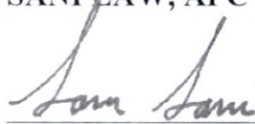
DEMAND FOR JURY TRIAL

Plaintiff Manuel Marroquin Zepeda hereby demands a jury trial with respect to all issues triable by jury.

Dated: July 26, 2023

SANI LAW, APC

By:



Sam Sani

Attorney for Plaintiff

MANUEL MARROQUIN ZEPEDA