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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ALAMEDA**

13 JOEL CORREA VEGA, an individual, on behalf
14 of himself and all other aggrieved employees,

15 Plaintiff,

16 vs.

17 ESSEL TECHNOLOGY SERVICES, INC.;
18 ESSEL ENVIRONMENTAL CONSULTING
19 INC.; SAGNIK LAHIRI; and DOES 1 through
20 10 inclusive,

21 Defendants.
22 ,

Case No. **23CV039446**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

1 Plaintiff JOEL CORREA VEGA ("Plaintiff"), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 ("PAGA"), California Labor Code Sections 2698, *et seq.*, against ESSEL
4 TECHNOLOGY SERVICES, INC. ("ESSEL TECHNOLOGY"), ESSEL ENVIRONMENTAL
5 CONSULTING INC. ("ESSEL ENVIRONMENTAL"), SAGNIK LAHIRI ("LAHIRI"), and DOES
6 1 through 10 inclusive (collectively, "Defendants"), and hereby alleges with knowledge with respect
7 to his own acts and on information and belief as to other matters as follows:

8 **INTRODUCTION**

9 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
10 brought by Plaintiff on behalf of himself and all current and former employees of Defendants
11 employed in California during the PAGA Period (collectively, "Aggrieved Employees"). The term
12 "PAGA Period" is defined as commencing from one year prior to the submission of Plaintiff's notice
13 of Labor Code violations to the Labor and Workforce Development Agency ("LWDA") and
14 Defendants through the date of final judgment.

15 2. ESSEL TECHNOLOGY and ESSEL ENVIRONMENTAL provide staffing services,
16 environmental health and safety staff augmentation services, and environmental management services
17 in California.

18 3. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
19 Defendants and performed work for Defendants in California, including Alameda County.

20 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
21 California Labor Code ("Labor Code"). During the PAGA Period, Defendants maintained a consistent
22 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
23 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant
24 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon
25 separation of employment, failing to provide accurate itemized wage statements, failing to maintain
26 accurate records of hours worked, and failing to reimburse business expenses.

27 5. Plaintiff's representative PAGA action is brought under, *inter alia*, the California
28 Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California

1 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections
2 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 510, 511, 512, 558, 558.1,
3 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

4 6. Plaintiff brings this representative action on behalf of himself and other Aggrieved
5 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2
6 and 2698, *et seq.* against Defendants.

7 **JURISDICTION AND VENUE**

8 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the
9 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction
10 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
11 arises under California law. Further, this is a representative PAGA action and the monetary damages,
12 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
13 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be
14 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

15 8. This Court has personal jurisdiction over all Defendants because each defendant has
16 sufficient minimum contacts with California, having intentionally availed itself of the California forum
17 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of
18 fair play and substantial justice.

19 9. Venue in Alameda County is proper under California Business & Professions Code
20 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
21 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
22 Defendants conduct substantial business in this County, and/or Defendants' liability arose in this
23 County.

24 **PARTIES**

25 10. Plaintiff JOEL CORREA VEGA is an individual residing in California. Defendants
26 employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment
27 with Defendants ended within one (1) year of the filing of this action. Plaintiff's job duties consisted
28 of, *inter alia*, general labor.

1 11. Defendant ESSEL TECHNOLOGY is a California corporation, doing business in the
2 State of California, including Alameda County. ESSEL TECHNOLOGY is, and at all relevant times
3 was, an employer subject to California state wage and hour laws. ESSEL TECHNOLOGY's practices
4 and policies described in this Complaint were implemented and/or maintained during the PAGA
5 Period.

6 12. Defendant ESSEL ENVIRONMENTAL is a California corporation, doing business in
7 the State of California, including Alameda County. ESSEL ENVIRONMENTAL is, and at all relevant
8 times was, an employer subject to California state wage and hour laws. ESSEL ENVIRONMENTAL's
9 practices and policies described in this Complaint were implemented and/or maintained during the
10 PAGA Period.

11 13. Defendant LAHIRI is an individual residing in California. LAHIRI is, and at all
12 relevant times was, an employer subject to California state wage and hour laws. LAHIRI's practices
13 and policies described in this Complaint were implemented and/or maintained during the PAGA
14 Period. In addition, on information and belief, LAHIRI is the owner and President of ESSEL
15 TECHNOLOGY and ESSEL TECHNOLOGY.

16 14. In addition, on information and belief, in his role as owner and President of ESSEL
17 TECHNOLOGY and ESSEL TECHNOLOGY, LAHIRI caused the wage and hour violations alleged
18 in this Complaint by controlling all company functions that resulted in such wage and hour violations,
19 including whether and when Plaintiff worked and whether and when he was paid. Therefore, under
20 Labor Code Section 558.1, Defendant LAHIRI shares liability with ESSEL TECHNOLOGY and
21 ESSEL ENVIRONMENTAL for the wage and hour violations alleged in this Complaint.

22 15. Defendants continue to employ non-exempt employees within California.

23 16. Plaintiff is unaware of the true names and capacities of those Defendants identified as
24 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
25 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
26 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
27 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
28 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the

1 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
2 responsible for one or more of the wrongful acts and omissions and some portion of the damages
3 alleged herein.

4 17. At all times relevant hereto, each defendant acted in all respects pertinent to this action
5 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
6 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
7 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
8 the Aggrieved Employees.

9 18. Defendants, each and all of them, at all times relevant, were the joint employers, parent
10 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
11 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
12 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
13 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
14 of Plaintiff's damages alleged herein.

15 19. There exists a unity of interest in ownership between Defendants and DOES 1 through
16 10, inclusive, such that any individuality and separateness between the individual and the corporation
17 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
18 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
19 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
20 control and dominance over such business; (b) that Defendants were conceived, intended and used by
21 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
22 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
23 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
24 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
25 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
26 principal-agency relationship between and among Defendants.

27 20. At all relevant times, Defendants were agents of each other and acting within the course
28 and scope of their agency.

GENERAL ALLEGATIONS

21. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees as non-exempt employees.

22. At all relevant times, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices, and the requirements of California.

23. Through this action, Plaintiff alleges Defendants have consistently maintained and enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC Wage Orders.

24. Defendants knew or should have known they had a duty to compensate Plaintiff and/or other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

25. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime, and double time wages for all work that was required to be performed. On information and belief, during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other Aggrieved Employees for all hours worked. Defendants required Plaintiff and/or other Aggrieved Employees to complete work-related tasks off the clock, such as time spent in donning and doffing activities. Defendants rounded Plaintiff and/or other Aggrieved Employees' hours worked, thereby depriving them of wages for all hours worked at the legally mandated rates. Defendants did not compensate Plaintiff and/or other Aggrieved Employees for all hours worked because Plaintiff and/or other Aggrieved Employees were regularly on-duty during their meal and/or rest periods. Defendants also failed to accurately calculate the regular rate of pay, and thereby the proper overtime and double time rate of pay, for Plaintiff and/or other Aggrieved Employees. Furthermore, Defendants failed to accurately calculate Plaintiff and/or other Aggrieved Employees' sick pay at the regular rate of pay

1 for the workweek in which Plaintiff and/or other Aggrieved Employees used paid sick time, or by
2 dividing the Plaintiff and/or other Aggrieved Employees' total wages, not including overtime premium
3 pay, by the Plaintiff and/or other Aggrieved Employees' total hours worked in the full pay periods of
4 the prior 90 days of employment. Finally, Defendants failed to accurately calculate the proper rate of
5 pay for Plaintiff and/or other Aggrieved Employees' accrued vacation wages.

6 **26. Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
7 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
8 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
9 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
10 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
11 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. In
12 addition, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
13 Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover,
14 Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal periods.
15 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
16 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
17 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff
18 and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every
19 day in which they were denied a compliant meal period.

20 **27. Rest Period Violations:** Defendants knew or should have known that Plaintiff and
21 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
22 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
23 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
24 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
25 Defendants' practices and policies. Plaintiff and/or other Aggrieved Employees also failed to adopt
26 and implement a practice of providing third rest breaks when Plaintiff and/or other Aggrieved
27 Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed
28 to compensate Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their

1 regular rate of pay for every day in which they suffered a rest period violation.

2 28. **Unreimbursed Business Expenses:** Defendants knew or should have known that
3 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
4 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses
5 to perform their job duties without reimbursement, including expenses for cell phone, tools and
6 operating equipment incurred for work-related matters.

7 29. **Failure to Permit Aggrieved Employees to Use Accrued and Available Sick Leave:**
8 During the PAGA Period, Defendants failed to permit Plaintiff and/or Aggrieved Employees to use
9 their accrued and available sick leave entitlement.

10 30. **Failure to Pay Vacation Wages:** During the PAGA Period, Defendants failed to
11 provide to Plaintiff and/or Aggrieved Employees accrual of vacation wages and failed to pay to
12 Plaintiff and/or Aggrieved Employees vested vacation wages.

13 31. **Failure to Provide Necessary Tools and Equipment:** During the PAGA Period,
14 Defendants required certain tools and/or equipment for the performance of Plaintiff and Aggrieved
15 Employee's job duties or such tools and/or equipment were necessary to the performance of Plaintiff
16 and Aggrieved Employee's job duties, but Defendants failed to provide and maintain such tools and
17 equipment.

18 32. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
19 other Aggrieved Employees who separated from their employment with Defendants during the
20 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
21 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
22 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
23 rest period premiums, and reimburse expenses.

24 33. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
25 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
26 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
27 not furnished with complete and accurate wage statements that show all information required by Labor
28 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,

1 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
2 worked at each hourly rate.

3 34. **Failure to Keep Accurate Records:** Defendants knew or should have known that
4 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
5 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
6 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
7 and/or omissions described throughout this Complaint.

8 35. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
9 willful.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

12 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

13 **(Against All Defendants)**

14 36. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
15 fully set forth herein.

16 37. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
17 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
18 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
19 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
20 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

21 38. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
22 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
23 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
24 after 65 days have passed without notice from the LWDA.

25 39. On May 15, 2023, Plaintiff gave written notice of the specified provisions alleged to
26 have been violated, including the facts and theories to support the alleged violations, as required by
27 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
28 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.

1 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
2 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
3 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
4 himself and all other Aggrieved Employees under PAGA.

5 40. For all provisions of the Labor Code except those for which a civil penalty is
6 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
8 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
9 Defendants violated these provisions of the Labor Code.

10 41. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
11 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
12 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
13 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
14 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
15 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
16 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
17 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
18 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
19 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
20 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
21 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
22 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
23 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
24 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
25 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
26 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

27 42. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
28 of an employer who violates, or causes to be violated, a section of this chapter or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
2 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
3 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
4 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
5 employee was underpaid.”

6 43. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
7 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
8 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
9 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
10 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
11 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
12 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
13 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

14 44. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
15 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
16 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
17 violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
19 penalties provided for in this section are in addition to any other penalty provided by law.”

20 45. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
21 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
22 to employees.

23 46. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
24 numerous Labor Code sections including, but not limited to, the following:

25 (a) Violation of Labor Code Sections 201-204, 206, 210, 227.3, 246, 510, 558,
26 1194, 1197, 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including
27 minimum, regular, overtime, and double time wages), sick pay, and vacation pay owed to Plaintiff and
28 other Aggrieved Employees during employment and upon separation of employment;

1 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
2 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
3 meal periods;

4 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
5 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

6 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
7 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

8 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
9 calculate and provide sick pay at the regular rate of pay for the workweek in which Plaintiff and/or
10 other Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
11 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved
12 Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation
13 of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy
14 Families Act of 2014;

15 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
16 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
17 Employees vested vacation wages;

18 (g) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
19 and/or Aggrieved Employees less than the statutory or contractual rate;

20 (h) Violation of Labor Code Sections 233 and 234 for failure to permit Plaintiff
21 and/or Aggrieved Employees to use their accrued and available sick leave entitlement;

22 (i) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
23 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

24 (j) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
25 business expenses to Plaintiff and other Aggrieved Employees;

26 (k) Violation of Labor Code Section 1198 and the applicable IWC Wage Order for
27 failure to provide to Plaintiff and other Aggrieved Employees certain tools and/or equipment for the
28 performance of Plaintiff and other Aggrieved Employees' job duties or such tools and/or equipment

1 were necessary to the performance of Plaintiff and other Aggrieved Employees job duties; and

2 (l) Violation of Labor Code Section 1199 for the foregoing Labor Code violations.

3 47. As set forth above, Defendants have violated numerous provisions of the Labor Code
4 regulating hours and days of work as well as the IWC Wage Orders.

5 48. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
6 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
7 above.

8 49. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
9 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff, on behalf of himself and the other Aggrieved Employees, prays for
12 judgment and the following specific relief against Defendants, jointly and severally, as follows:

13 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
14 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
15 *seq.*;

16 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
17 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
18 1021.5; and

19 3. For such other relief the Court deems just and proper.

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21 Dated: July 26, 2023

ALAMI LAW GROUP

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24 By: 

David Alami
Shaheen Anthony Etemadi

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26 Attorneys for Plaintiff JOEL CORREA VEGA
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