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DANNY TRAYLOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

DANNY TRAYLOR, individually, and on
behalf of other aggrieved employees pursuant to
the Labor Code Private Attorneys General Act
of 2004,

Plaintiff,

vs.

NEW GREEN ACRES, INC., a California
corporation; GREGORY RESTUM, an
individual; and DOES 1 to 50, inclusive,

Defendant(s).

Case No.: **CVRI 2304136**

**INDIVIDUAL AND
REPRESENTATIVE ACTION**

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Retaliation Under Labor Code Section 1102.5;
- 9) Failure to Provide Personnel Records;
- 10) Failure to Provide Pay Records;
- 11) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 12) Wrongful Constructive Discharge in

Violation of Public Policy; and
13) Unfair Competition (Bus. & Prof. Code,
§ 17200 *et seq.*)

JURY TRIAL DEMANDED

Plaintiff, DANNY TRAYLOR (hereafter “Plaintiff”), individually, and on behalf of other Aggrieved Employees, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this individual and representative action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 14-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against NEW GREEN ACRES, INC., a California corporation; GREGORY RESTUM, an individual, and DOES 1-50, inclusive (collectively “NEW GREEN ACRES” or “Defendants”).

2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to him, the State of California, and other similarly situated aggrieved current and former non-exempt hourly employees who worked for Defendants in California at any time during the relevant time period pursuant to California Labor Code section 2698, *et. seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”), for civil penalties and other related relief. These claims are based on Defendants’ alleged failures to: (1) pay all wages earned for all hours worked at the correct rates of pay; (2) provide all rest breaks and meal periods; (3) indemnify for business expenses; (4) provide accurate and complete written wage statements; (5) timely pay wages during and upon termination of employment; and (6) fairly compete. Plaintiff also has individual claims against Defendants for unpaid wages, unreimbursed expenses, retaliation, and wrongful constructive discharge in violation of public policy. Accordingly, Plaintiff now seeks to recover unpaid wages, compensatory damages, civil penalties, punitive damages, and related relief through this action.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of Riverside because Defendants NEW GREEN ACRES, INC., GREGORY

1 RESTUM, and DOES 1 to 50, inclusive, do business in the County of Riverside and because
2 Defendants' obligations and liabilities arise therein, and because the work that was performed
3 by Plaintiff in the County of Riverside is the subject of this action. Moreover, Plaintiff's
4 damages sought herein exceed \$25,000.

5 **THE PARTIES**

6 4. Plaintiff Danny Traylor is a resident of the city of Sky Valley in the county of
7 Riverside. At all relevant times, Plaintiff was an "employee" within the meaning of Title 8
8 California Code of Regulations Section 11140 and an "Aggrieved Employee" within the
9 meaning of Labor Code Section 2699(c).

10 5. Defendant NEW GREEN ACRES, INC. is a corporation organized and existing
11 under the laws of California and a citizen of California based on Plaintiff's information and
12 belief.

13 6. Defendant GREGORY RESTUM is a citizen of California based on Plaintiff's
14 information and belief.

15 7. In relevant part, Labor Code section 558.1 states:

16 (a) Any employer or other person acting on behalf of an employer, who violates,
17 or causes to be violated, any provision regulating minimum wages or hours and
18 days of work in any order of the Industrial Welfare Commission, or violates, or
causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
held liable as the employer for such violation.

19 (b) For purposes of this section, the term "other person acting on behalf of an
20 employer" is limited to a natural person who is an owner, director, officer, or
21 managing agent of the employer, and the term "managing agent" has the same
meaning as in subdivision (b) of Section 3294 of the Civil Code.

22 8. Based on Plaintiff's information and belief, Defendant GREGORY RESTUM is
23 a natural person, and an owner, director, officer, and/or managing agent of NEW GREEN
24 ACRES, INC., who directly or indirectly, or through his agent, employed or exercised control
25 over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees
26 (defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his
27 violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and
28 2802 pursuant to Labor Code section 558.1.

9. The “Aggrieved Employees” are all non-exempt hourly employees, exempt salaried employees, and misclassified exempt salaried employees who worked for Defendants in California during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

10. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

11. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining Defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

12. Plaintiff is informed and believes and thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

13. At all relevant times, in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved Employees in accordance with applicable California labor laws as alleged herein.

GENERAL ALLEGATIONS

14. NEW GREEN ACRES is a cannabis grow facility located at 65030 Dillon Road in Desert Hot Springs, California. NEW GREEN ACRES first began to employ Plaintiff to work at its facility on or around April 15, 2021 as a trimmer. Plaintiff's latest job title was

1 “Metric Tech” and he also did financial billing.

2 15. NEW GREEN ACRES classified Plaintiff as an exempt salaried employee and
3 paid Plaintiff approximately \$1,549.56 on a biweekly basis. Plaintiff generally worked
4 Monday through Friday from approximately 6:30 a.m. to 3:00 p.m. or later. NEW GREEN
5 ACRES did not require Plaintiff to clock in and out of work or to punch out for meal periods.
6 Plaintiff’s employment with NEW GREEN ACRES ended on or around April 5, 2023.

7 16. NEW GREEN ACRES has committed numerous labor code violations against
8 Plaintiff and the Aggrieved Employees.

9 17. It is Plaintiff’s position that Plaintiff was an hourly, non-exempt employee but
10 seemed to be misclassified as a salaried, exempt employee. Under California law, in order for
11 Plaintiff to be an exempt employee, he would have to be “engaged in work which is primarily
12 intellectual, managerial, or creative, and which requires exercise of discretion and independent
13 judgment, and for which the remuneration is not less than two (2) times the monthly state
14 minimum wage for full-time employment.” Wage Order § 1(A). Plaintiff’s job duties
15 consisted of handling the metric system, financial billing, and assistance with sales. Plaintiff
16 did not “customarily and regularly exercise discretion and independent judgement” in the
17 performance of his work duties as Shaun Abell, the General Manager, and Defendant Gregory
18 Restum, the owner, had the final say in everything. Finally, Plaintiff was not paid two times
19 the minimum wage.

20 18. NEW GREEN ACRES failed to pay Plaintiff and the Aggrieved Employees for
21 all time worked or subject to its control. Plaintiff and the other Aggrieved Employees
22 consistently worked “off the clock” in that the company had a policy and practice of rounding
23 down work hours and “time shaving” which led to Plaintiff and others not being paid for all
24 hours worked, which would include the minimum wage. Plaintiff would often work past 3:00
25 p.m. (approximately 10-15 minutes) to finish up required tasks and was not paid for this extra
26 time. In addition, to the extent employees such as Plaintiff and others worked through their
27 meal periods and those meal periods were interrupted, they were not compensated for that
28 time, which would be akin to a minimum wage violation. Furthermore, NEW GREEN ACRES

1 management would often speak to or call Plaintiff and the Aggrieved Employees about work-
2 related matters before the start of their shifts or after their shifts had ended. For example,
3 Plaintiff would consistently receive texts and calls from GM Shaun Abell regarding work
4 matters. Owner Gregory Restum would also call or send texts to Plaintiff about invoices or
5 questions regarding quantities of products.

6 19. NEW GREEN ACRES failed to pay Plaintiff and the Aggrieved Employees
7 properly-calculated overtime wages even though they worked more than 8 hours per day
8 and/or 40 hours per week throughout their employment. Plaintiff's actual work hours
9 (including the "off the clock" hours mentioned above) entitled him to overtime compensation,
10 however, NEW GREEN ACRES did not compensate him with any overtime based on his
11 misclassified status. Moreover, it was not company policy to keep accurate track of all hours
12 worked and to pay employees the accurate amount of overtime, especially since the "off the
13 clock" work was not factored into the equation. Furthermore, any incentive payments and/or
14 bonus payments were not factored into employees' regular rate of pay for purposes of
15 deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments
16 were not factored into the correct sick pay wages and meal and rest break premium pay per
17 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

18 20. NEW GREEN ACRES failed to provide all compliant meal periods and
19 authorize and permit all compliant rest periods to which Plaintiff and the Aggrieved
20 Employees were entitled. Plaintiff and the Aggrieved Employees were entitled to take off-
21 duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to
22 take uninterrupted 10-minute rest periods for every four hours or major fraction thereof
23 worked. Plaintiff and the Aggrieved Employees would not be able to take timely,
24 uninterrupted meal periods before the 5th or 10th hour worked. Moreover, when Plaintiff and
25 the other Aggrieved Employees took their meal periods, NEW GREEN ACRES management,
26 including GM Shaun Abell, would interrupt them with questions about work related matters or
27 their meal periods were cut short due to their workload. Similarly, Plaintiff and the Aggrieved
28 Employees were not able to take their 10-minute uninterrupted rest breaks due to the work

1 load. On information and belief, NEW GREEN ACRES did not provide premium wages for
2 these meal and rest break violations; if NEW GREEN ACRES did provide premium wages,
3 they were not paid at the correct rate, as explained above.

4 21. NEW GREEN ACRES failed to reimburse Plaintiff and the other Aggrieved
5 Employees for business expenses they incurred in direct consequence of the discharge of their
6 duties. NEW GREEN ACRES required Plaintiff and the Aggrieved Employees to use their
7 own personal cell phones to communicate with ownership/management concerning work
8 matters, as well as use their own personal vehicles for work purposes. The GM, Shaun Abell,
9 called Plaintiff on his personal cell phone on a regular basis to discuss work related matters.
10 Moreover, GM Shaun Abell consistently used Plaintiff's truck to pick up supplies for work,
11 visit dispensaries, and drive to and from sales meetings. In addition, Plaintiff had to purchase
12 his own uniform (consisting of scrubs, shoes, socks, cap) and supplies, such as pencils,
13 markers, and highlighters. However, NEW GREEN ACRES did not provide Plaintiff and the
14 others with mobile phones and did not reimburse Plaintiff and the other Aggrieved Employees
15 for these mobile phone, gas/mileage, uniform, and supply expenses. Accordingly, NEW
16 GREEN ACRES was in violation of California Labor Code sections 2800 and 2802.

17 22. NEW GREEN ACRES failed to pay its employees all wages due to them
18 within any time period specified by California Labor Code section 204, including the
19 minimum wages and overtime as described above as well as meal/rest break premiums.

20 23. NEW GREEN ACRES did not provide Plaintiff and the other Aggrieved
21 Employees accurate, itemized wage statements in violation of Labor Code 226. Wage
22 statements must include all hours worked, overtime hours worked, all applicable hourly rates,
23 the correct legal name and correct address of employer entity, gross wages earned, all
24 deductions, net wages earned, reimbursement for business expenses, the correct start and end
25 of the applicable pay period, the employee ID numbers or social security numbers, among
26 other items. Labor Code § 226(a)(2). NEW GREEN ACRES's failure to maintain accurate
27 records as to the hours worked daily by employees also constitutes a violation of Labor Code
28 section 1174(d).

1 24. Finally, because NEW GREEN ACRES did not properly pay all wages earned
2 as explained herein, NEW GREEN ACRES also failed to pay final wages owed to the
3 Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages
4 include minimum wages and compensation for all hours worked, overtime compensation,
5 premium pay for missed meal and rest breaks, and business expense reimbursement, among
6 others.

7 25. NEW GREEN ACRES has also violated Labor Code section 558 and engaged
8 in business practices which violate Business and Professions Code Section 17200.

9 26. In addition, NEW GREEN ACRES retaliated against Plaintiff and subjected
10 him to a hostile work environment based on his complaints that the company was engaging in
11 fraudulent and illegal activities. GM Shaun Abell was bringing seeds from his home to grow
12 in the facility and directed Plaintiff to alter the records and record the seeds as having been
13 part of the original seed bank that had been purchased but not used. Mr. Abell was also
14 growing clones illegally and making trade samples but not having them recorded in the metric
15 system. Mr. Abell would also ask Plaintiff to misclassify certain plants, for example, to
16 classify plants as “kushmints” even though they were not. Plaintiff told GM Shaun Abell that
17 this was unlawful, and that he needed to have a paper trail. Mr. Abell told Plaintiff “I’m the
18 Big Dog”, that he called the shots and that everyone needs to do what he says. When Plaintiff
19 discovered that cannabis packages with product would disappear and he brought it to Mr.
20 Abell’s attention, Mr. Abell instructed Plaintiff to delete it from the system because he’ll never
21 find it. Plaintiff consistently told Mr. Abell that he was not comfortable with doing such
22 things, but feared losing his job as Mr. Abell threatened to fire Plaintiff for not following his
23 orders (Mr. Abell stated to Plaintiff: “Don’t talk to me like that...you are not going to like
24 what happens to your afterwards”). Based on Plaintiff’s complaints about the unlawful
25 activities and the importance of having a paper trail, Mr. Abell began making harassing
26 comments against Plaintiff and turned Plaintiff’s work environment into a hostile one.
27 Ultimately, the work environment became intolerable and Plaintiff quit his job on or around
28 April 5, 2023.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

3 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

4 **(By Plaintiff against all Defendants)**

5 27. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

6 28. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
7 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
8 and the Wage Order.

9 29. Section 2(G) of the Wage Order defines “hours worked” as “the time during
10 which an employee is subject to the control of an employer, and includes all the time the
11 employee is suffered or permitted to work, whether or not required to do so.”

12 30. Section 3 of the Wage Order states:

13 For employers of more than 25 employees:

14 (d) Starting January 1, 2022, an employee shall not be employed more than eight
15 (8) hours per workday or work in excess of forty (40) hours per workweek unless
16 the employee receives one and one-half (1 1/2) times such employee's regular
17 rate of pay for all hours worked over eight (8) hours in any workday or more
18 than forty (40) hours in any workweek and double the employee's regular rate of
19 pay for all hours worked over twelve (12) hours in any one workday.

20 31. Section 4 of the Wage Order requires an employer to pay non-exempt employees
21 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
22 an employer has actual or constructive knowledge that employees are working.

23 32. Labor Code section 510 states:

24 Eight hours of labor constitutes a day's work. Any work in excess
25 of eight hours in one workday and any work in excess of 40
26 hours in any one workweek and the first eight hours worked on
27 the seventh day of work in any one workweek shall be
28 compensated at the rate of no less than one and one-half times the
regular rate of pay for an employee. Any work in excess of 12
hours in one day shall be compensated at the rate of no less than
twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek
shall be compensated at the rate of no less than twice the regular

1 rate of pay of an employee. Nothing in this section requires an
2 employer to combine more than one rate of overtime
3 compensation in order to calculate the amount to be paid to an
employee for any hour of overtime work.

4 33. California Labor Code § 1194 invalidates any agreement between an employer
5 and an employee to work for less than the minimum wage required under the applicable Wage
6 Order.

7 34. California Labor Code § 1197 makes it unlawful for an employer to pay an
8 employee less than the minimum wage required under the applicable Wage Order for all hours
9 worked during a payroll period.

10 35. California Labor Code § 1198 makes it unlawful for an employer to employ an
11 employee under conditions that violate the Wage Order.

12 36. In conjunction, these provisions of the California Labor Code require employers
13 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
14 for all hours worked, including unrecorded hours when the employer knew or reasonably should
15 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
16 *Co.* (2000) 22 Cal.4th 575, 585.)

17 37. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
18 and forty (40) hours in one workweek without compensating him for such time worked at the
19 premium rates required by California law.

20 38. As described more fully above, Defendants failed to pay all minimum, regular,
21 overtime, and double time wages to Plaintiff because Defendants paid wages based on rounded
22 times, did not pay for off-the-clock work, and failed to pay overtime and double time wages
23 based on correct regular rates of pay.

24 39. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
25 amount, subject to proof, to the extent that he was not paid the full amount of wages earned
26 during each pay period during the applicable limitations period, including minimum, overtime,
27 and double-time wages.

28 40. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for

1 unpaid wages which Defendants failed to pay him at the rates set forth herein, interest thereon,
2 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST BREAKS**

5 **(Lab. Code §§ 226.7 and 1198)**

6 **(By Plaintiff against all Defendants)**

7 41. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 42. At all relevant times during the applicable limitations period, Plaintiff was a
9 non-exempt employee of Defendants and entitled to the benefits and protections of California
10 Labor Code §§ 226.7, 1198, and the Wage Order.

11 43. Labor Code § 1198 states,

12 "The maximum hours of work and the standard conditions of labor
13 fixed by the commission shall be the maximum hours of work and the
14 standard conditions of labor for employees. The employment of any
15 employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

16 44. In relevant part, Section 12 of the Wage Order states:

17 Every employer shall authorize and permit all employees to take rest
18 periods, which insofar as practicable shall be in the middle of each work
19 period. The authorized rest period time shall be based on the total hours
20 worked daily at the rate of ten (10) minutes net rest time per four (4)
21 hours or major fraction thereof. However, a rest period need not be
authorized for employees whose total daily work time is less than three
and one-half (3 1/2) hours. Authorized rest period time shall be counted
as hours worked for which there shall be no deduction from wages.

22 45. In addition, Labor Code Section 226.7 states

23 (b) An employer shall not require an employee to work during a
24 meal or rest or recovery period mandated pursuant to an applicable
25 statute, or applicable regulation, standard, or order of the Industrial
26 Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

27 (c) If an employer fails to provide an employee a meal or rest or
28 recovery period in accordance with a state law, including, but not
limited to, an applicable statute or applicable regulation, standard, or

order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

46. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

47. Defendants failed to authorize and permit Plaintiff to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

48. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent he was not paid additional wages owed for all rest breaks not provided to him.

49. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more rest breaks were not provided to him pursuant to California Labor Code § 226.7, plus interest and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff against all Defendants)

50. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

51. At all relevant times during the applicable limitations period, Plaintiff was a non-exempt employee of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

52. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

53. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal

1 period of not less than 30 minutes, except that if the total work period
2 per day of the employee is no more than six hours, the meal period may
3 be waived by mutual consent of both the employer and employee. An
4 employer may not employ an employee for a work period of more than
5 10 hours per day without providing the employee with a second meal
6 period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal
period was not waived.”

7 54. In relevant part, Section 11 of the Wage Order states:

8 (A) An employer may not employ an employee for a work period of more than
9 five (5) hours without providing the employee with a meal period of not
10 less than 30 minutes, except that when a work period of not more than six
11 (6) hours will complete the day's work the meal period may be waived by
12 mutual consent of employer and employee. Unless the employee is relieved
13 of all duty during a 30 minute meal period, the meal period shall be
14 considered an “on duty” meal period and counted as time worked. An “on
15 duty” meal period shall be permitted only when the nature of the work
16 prevents an employee from being relieved of all duty and when by written
17 agreement between the parties an on-the-job paid meal period is agreed to.

18 (B) An employer may not employ an employee for a work period of more than
19 ten (10) hours per day without providing the employee with a second meal
20 period of not less than 30 minutes, except that if the total hours worked is
21 no more than 12 hours, the second meal period may be waived by mutual
22 consent of the employer and the employee only if the first meal period was
23 not waived.

24 55. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was
25 entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he
26 worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also
27 entitled to a second 30-minute meal period when he worked more than ten (10) hours in a
28 workday.

29 56. During the relevant time period, Defendants failed to provide Plaintiff with
30 compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-
31 calculated premium pay for each day such a meal period was not provided.

32 57. As a result of Defendants’ unlawful conduct, Plaintiff has suffered damages in
33 an amount subject to proof to the extent he was not paid additional wages owed for all meal

1 periods not provided to him.

2 58. By reason of the above, Plaintiff is entitled to premium wages for workdays in
3 which one or more meal periods were not provided to him pursuant to California Labor Code
4 § 226.7, plus interest and costs.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code §§ 1198 & 2802)**

8 **(By Plaintiff against all Defendants)**

9 59. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 60. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
11 entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the
12 Wage Order.

13 61. In pertinent part, California Labor Code § 2802(a) states:

14 An employer shall indemnify his or her employee[s] for all necessary
15 expenditures incurred by the employee in direct consequence of the
16 discharge of his or her duties.

17 62. Section 9(B) of the Wage Order states:

18 When tools or equipment are required by the employer or are necessary to
19 the performance of a job, such tools and equipment shall be provided and
20 maintained by the employer, except that an employee whose wages are at
21 least two (2) times the minimum wage provided herein may be required to
22 provide and maintain hand tools and equipment customarily required by
23 the trade or craft.

24 63. California Labor Code § 1198 prohibits employers from employing their
25 employees under conditions prohibited by the Wage Order.

26 64. At all relevant times, NEW GREEN ACRES required Plaintiff to use his own
27 personal cell phone to communicate with ownership/management concerning work matters, as
28 well as use his own personal vehicle for work purposes. In addition, Plaintiff had to purchase
his own uniform (consisting of scrubs, shoes, socks, cap) and supplies, such as pencils, markers,
and highlighters. However, NEW GREEN ACRES did not reimburse Plaintiff for these mobile

1 phone, gas/mileage, uniform, and supply expenses.

2 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
4 Defendants' failure to indemnify Plaintiff for the reasonable expenses he incurred in the course
5 of performing his duties.

6 66. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
7 expenditures and losses and interest due and owing to within three years (3) of the date of the
8 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
9 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(California Labor Code Section 226)**

13 **(By Plaintiff against all Defendants)**

14 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 68. Pursuant to California Labor Code Section 226, every employer must furnish
16 each employee an itemized statement of wages and deductions at the time of payment of wages.

17 69. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
18 that accurately reflected all information required by Labor Code Section 226, including but not
19 limited to, all hours worked, gross wages earned, including minimum wages, overtime wages,
20 and premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
21 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
22 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
23 California Labor Code Section 226(a).

24 70. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
26 violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
28 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of

1 action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

2 71. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
3 sustained damages, including loss of earnings, in an amount to be established at trial. As a
4 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
5 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
6 and attorney's fees pursuant to statute.

7 72. Under this cause of action, Plaintiff prays for penalties due under the statutes
8 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
9 proof at trial.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

12 **(California Labor Code Sections 201-203)**

13 **(By Plaintiff against all Defendants)**

14 73. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 74. Pursuant to California Labor Code Section 201(a), an employer who discharges
16 an employee must immediately pay for all compensation due and owing.

17 75. Pursuant to California Labor Code Section 202, when an employee resigns, the
18 employer must pay all compensation due and owing within 72 hours of resignation, or on the
19 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

20 76. Pursuant to California Labor Code Section 203, if an employer willfully fails to
21 pay, without abatement or reduction, any wages of an employee whose employment ends, the
22 wages of the employee shall continue as a penalty from the due date at the same rate until paid
23 or until an action is commenced; however, the wages shall not continue for more than 30 days
24 for failure to pay an employee owed wages.

25 77. After Plaintiff's employment with Defendants ended, Defendants willfully
26 refused and continue to refuse to pay his unpaid wages as required by Labor Code Section 203.

27 78. Under this cause of action, Plaintiff prays for penalties due under the statutes
28 alleged along with any allowable interest, penalties, attorney's fees, and costs according to

1 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
2 immediately preceding the filing of this lawsuit.

3 79. Under this cause of action, Plaintiff also prays for attorney's fees and costs
4 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
5 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 80. Under this cause of action, Plaintiff prays for penalties due under the statutes
7 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
8 proof at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

11 **(California Labor Code Section 204)**

12 **(By Plaintiff against all Defendants)**

13 81. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

14 82. California Labor Code Section 204 establishes the fundamental right of all
15 employees in the State of California to be paid wages in a timely fashion for their work.

16 83. At all times relevant during the liability period, Defendants failed to pay
17 Plaintiff the full amount of all owed wages when due as required by California Labor Code
18 Section 204.

19 84. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
21 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
22 worked, including the minimum wage, overtime hours, double time hours, and premium pay
23 for missed meal and rest breaks.

24 85. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
25 an amount, subject to proof, to the extent he was not paid all wages each pay period. The
26 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
27 directly from Defendants' records or indirectly based on information from Defendants' records.

28 86. Under this cause of action, Plaintiff prays for penalties due under the statutes

1 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
2 proof at trial

3 **EIGHTH CAUSE OF ACTION**

4 **RETALIATION**

5 **(Lab. Code § 1102.5)**

6 **(By Plaintiff against all Defendants)**

7 87. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 88. According to Labor Code section 1102.5, subdivision (b),

9 An employer, or any person acting on behalf of the employer, shall not retaliate
10 against an employee for disclosing information, or because the employer
11 believes that the employee disclosed or may disclose information, ... to a
12 person with authority over the employee or another employee who has the
13 authority to investigate, discover, or correct the violation or noncompliance,...
14 if the employee has reasonable cause to believe that the information discloses a
violation of state or federal statute, or a violation of or noncompliance with a
local, state, or federal rule or regulation, regardless of whether disclosing the
information is part of the employee's job duties.

15 89. According to Labor Code section 1102.5, subdivision (c), an employer may not
16 retaliate against an employee for refusing to participate in an activity that would result in a
17 violation of state or federal statute, or a violation or noncompliance with a state or federal rule
18 or regulation.

19 90. This statute reflects the broad public policy interest in encouraging workplace
20 whistleblowers to report unlawful acts without fearing retaliation.

21 91. Defendants were employers for purposes of California law.

22 92. Plaintiff was an employee of Defendants, performing work on behalf of
23 Defendants.

24 93. Defendants retaliated against Plaintiff by harassing him and turning his work
25 environment into a hostile one based on his complaints that the company was engaging in
26 fraudulent and illegal activities.

27 94. As a direct and proximate result of the aforementioned acts and omissions of
28 Defendants, Plaintiff suffered general and compensatory damages, including but not limited

1 to, loss of income (past and future), loss of employment benefits (past and future), general and
2 compensatory damages (past and future), mental pain and anguish and emotional distress (past
3 and future), and will continue to suffer in the future, in an amount to be proved at trial.

4 95. Plaintiff requests all available relief under Labor Code § 1102.5 including
5 damages and the imposition of civil penalties of \$10,000 for each violation as well as
6 attorney's fees.

7 96. The foregoing conduct engaged in by Defendants and each of their directors,
8 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
9 ratified, and carried on with a conscious and willful disregard of their workers' right to work
10 in an environment free of retaliation and labor code violations, so as to justify the imposition
11 of punitive damages to punish and set an example of said Defendants.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE PERSONNEL RECORDS**

14 **(Plaintiff against Defendants)**

15 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 98. Labor Code section 1198.5 dictates "every current and former employee, or his
17 or her representative, has the right to inspect and receive a copy of the personnel records that
18 the employer maintains relating to the employee's performance or to any grievance concerning
19 the employee."

20 99. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
21 employer shall make the contents of those personnel records available for inspection to the
22 current or former employee, or his or her representative, at reasonable intervals and at
23 reasonable times..." On information and belief, Defendants intentionally failed to provide
24 Plaintiff with personnel records when requested by Plaintiff via letter on May 8, 2023, as
25 required by law. Plaintiff requested his personnel records in accordance with California Labor
26 Code section 1198.5(k) on May 8, 2023 via certified U.S. mail.

27 100. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
28 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has

1 suffered and continues to suffer substantial losses related to Defendants' failure to provide
2 personnel records.

3 101. Plaintiff seeks all available remedies for Defendants' violations including, but
4 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
5 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
6 amount of \$750.00, along with costs and attorney's fees.

7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE PAY RECORDS**

9 **(Plaintiff against all Defendants)**

10 102. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 103. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
12 current and former employees the right to inspect or copy records pertaining to their
13 employment, upon reasonable request to the employer..."

14 104. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
15 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
16 pertaining to a current or former employee shall comply with the request as soon as practicable,
17 but no later than 21 calendar days from the date of the request." On information and belief,
18 Defendants intentionally failed to provide Plaintiff with pay records when requested by
19 Plaintiff via letter, on May 8, 2023, and as required by law. Plaintiff requested his pay records
20 in accordance with California Labor Code section 226 on May 8, 2023, via U.S. certified mail.
21 Defendants failed to provide Plaintiff with an opportunity to inspect or copy his pay records
22 within 21 days.

23 105. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
24 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
25 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
26 amount of \$750.00, along with costs and attorney's fees.

27 106. Plaintiff seeks all available remedies for Defendants' violations including, but
28 not limited to, penalties and costs to the extent permitted by law and according to proof at trial.

1 **ELEVENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 **(By Plaintiff against all Defendants)**

5 107. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 108. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of
7 2004 (“PAGA”) because he was employed by Defendants during the applicable statutory
8 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
9 Plaintiff seeks to recover on his own behalf, on behalf of the State of California, and on behalf
10 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
11 PAGA, plus reasonable attorney’s fees and costs in this representative action.

12 109. During the applicable time period, Defendants violated California Labor Code
13 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1102.5, 1174, 1194, 1197, 1198, and 2802.

14 110. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
15 behalf of themselves and other current or former employees, to bring a civil action to recover
16 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

17 111. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
18 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants’
19 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1102.5,
20 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following
21 amounts:

22 A. For violations of California Labor Code § 204, one hundred dollars
23 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
24 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
25 established by California Labor Code § 210).

26 B. For violations of California Labor Code § 226(a), two hundred fifty
27 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
28 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts

1 established by California Labor Code § 226.3).

2 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
3 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
5 established by California Labor Code § 558).

6 D. For violations of California Labor Code § 1174, five hundred dollars
7 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
8 California Labor Code § 1174.5).

9 E. For violations of California Labor Code § 1197, one hundred dollars
10 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
11 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
12 per pay period (regardless of whether the initial violations were intentionally committed)
13 (penalty amounts established by California Labor Code § 1197.1).

14 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
15 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
16 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
17 pay period for each subsequent violation (penalty amounts established by California Labor
18 Code § 2699(f)(2)).

19 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
20 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
21 Code §1102.5 during the applicable limitations period, an amount not to exceed \$10,000 for
22 each violation by Defendants of California Labor Code § 1102.5(c), as well as attorney's fees
23 and costs under Labor Code § 2699(g) (penalty amounts established by California Labor Code
24 § 1102.5(f)).

25 112. Plaintiff has complied with the procedures for bringing suit specified in
26 California Labor Code § 2699.3. By letter dated May 8, 2023, Plaintiff filed written notice
27 online with the Labor and Workforce Development Agency ("LWDA") and gave written notice
28 by certified mail to Defendants of the specific provisions of the California Labor Code alleged

1 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
2 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
3 take action in response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff
4 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
5 not intend to investigate these allegations.

6 113. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
7 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
8 connection with their claims for civil penalties.

9 **TWELFTH CAUSE OF ACTION**

10 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

11 **(By Plaintiff against all Defendants except Gregory Restum)**

12 114. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 115. Plaintiff was employed by Defendants.

14 116. Defendants, acting by and through their officers, directors, managing agents, or
15 supervisory employees, intentionally created or knowingly permitted the retaliation and hostile
16 working conditions that were so intolerable and aggravated at the time of the resignation of
17 Plaintiff that a reasonable employer would realize that a reasonable person in the position of
18 Plaintiff would be compelled to resign.

19 117. Defendants retaliated against Plaintiff by harassing him and turning his work
20 environment into a hostile one based on his complaints that the company was engaging in
21 fraudulent and illegal activities.

22 118. Plaintiff was forced to resign from his employment because Defendants' acts of
23 retaliation created an intolerable working environment. A reasonable person under the same
24 circumstances, faced with the same or similar conduct, would have resigned.

25 119. Plaintiff was harmed.

26 120. The working conditions created by Defendants were a substantial factor in
27 causing Plaintiff's harm.

28 121. The state statutes recited below embody fundamental, substantial, and well-

1 established public policies of the United States and State of California. By the above-described
2 misconduct, Defendants violated these fundamental, substantial, and well-established public
3 policies:

4 (A) According to Labor Code section 1102.5, subdivision (b), an employer
5 shall not retaliate against an employee for disclosing information to a person with authority
6 over the employee who has the authority to correct the violation if the employee has
7 reasonable cause to believe that the information “discloses a violation of state or federal
8 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

9 (B) According to Labor Code section 1102.5, subdivision (c), an employer
10 may not retaliate against an employee for refusing to participate in an activity that would result
11 in a violation of state or federal statute, or a violation or noncompliance with a state or federal
12 rule or regulation.

13 122. Plaintiff’s employment was constructively wrongfully terminated on or around
14 April 5, 2023 in violation of the fundamental public policies of the State of California as set
15 forth above.

16 123. As a direct and proximate result of the aforementioned acts and omissions of
17 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
18 loss of income (past and future), loss of employment benefits (past and future), general and
19 compensatory damages (past and future), mental pain and anguish and emotional distress (past
20 and future), and will continue to suffer in the future, in an amount to be proved at trial.

21 124. The foregoing conduct engaged in by Defendants and each of their directors,
22 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
23 ratified, and carried on with a conscious and willful disregard of their workers’ right to work in
24 an environment free of retaliation and labor code violations, so as to justify the imposition of
25 punitive damages to punish and set an example of said Defendants.

26 ///

27 ///

28 ///

1 **THIRTEENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

4 **(By Plaintiff against all Defendants except Gregory Restum)**

5 125. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 126. At all relevant times during the applicable limitations period, Plaintiff has been
7 an employee of Defendants and entitled to the benefits and protections of the Business and
8 Professions Code §§ 17200, *et seq.*

9 127. Defendants engaged in unfair competition by failing to 1) pay employees for all
10 hours worked at the correct rates of pay and 2) pay their employees premium wages for
11 workdays during which one or more meal or rest periods were not provided, and 3) reimburse
12 employees for necessary business expenses incurred in the course of performing their duties.

13 128. The unlawful conduct of Defendants alleged herein amounts to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200,
15 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
16 unfairly gained a competitive advantage over other comparable companies doing business in
17 California that comply with their legal obligations to, among other things, refrain from
18 retaliatory practices and prevent retaliation, pay their employees premium wages for workdays
19 in which they did not provide employees with one or more meal and rest periods, indemnify
20 them for all business expenses incurred during the course of performing their duties, including,
21 but not limited to, mobile phone, supplies, uniform and gas/mileage expenses, and pay them
22 all wages earned.

23 129. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
24 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
25 hours worked, failed to provide him with premium wages for missed meal and rest periods,
26 and failed to reimburse Plaintiff for all expenses he incurred in the course of performing his
27 duties.

28 130. Pursuant to California Business & Professions Code § 17203, Plaintiff is

1 entitled to restitution of all monies rightfully belonging to him that Defendants did not pay him
2 or otherwise retained by means of their unlawful and unfair business practices.

3 131. Plaintiff is entitled to reasonable attorneys' fees in connection with his unfair
4 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
5 benefit doctrine and/or the common fund doctrine.

6 132. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
7 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
8 thereon, as permitted by law, all in amounts subject to proof.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 11 1. For compensatory damages including lost past and future wages, commissions, and all
12 other sums of money, including employment benefits, together with interest on said
13 amounts, and any other economic injury to Plaintiff, according to proof;
- 14 2. For general damages according to proof;
- 15 3. For special and consequential damages to the extent allowed by law;
- 16 4. For punitive and exemplary damages against Defendant NEW GREEN ACRES, INC.
17 in an amount subject to proof;
- 18 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
19 subject to proof at trial;
- 20 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
21 proof at trial;
- 22 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
23 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 24 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
25 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 26 9. For maximum civil penalties available under the Labor Code and applicable Wage
27 Order against Defendants as described more particularly in the Complaint;
- 28 10. For restitution and disgorgement for all unfair business practices by Defendant NEW

- 1 GREEN ACRES, INC. against Plaintiff in an amount according to proof;
- 2 12. For an order enjoining Defendant NEW GREEN ACRES, INC. from further unfair and
- 3 unlawful business practices in violation of Business and Professions Code Sections
- 4 17200, et seq.;
- 5 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
- 6 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
- 7 damages, damages, penalties, and waiting time penalties according to proof to the
- 8 extent permitted by law;
- 9 14. For the imposition of civil penalties and/or statutory penalties;
- 10 15. For all interest as allowed by law;
- 11 16. For all costs and disbursements incurred in this suit;
- 12 17. Reasonable attorney's fees where available by law, including but not limited to,
- 13 pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j),
- 14 and/or other applicable laws; and
- 15 18. For such other and further relief as this Court may deem proper.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial on all issues so triable.

18

19 Dated: August 14, 2023

MM LAW, APC

20

21 By Maralle Messrelia

22 Maralle Messrelia, Esq.

23 Attorney for Plaintiff,

24 DANNY TRAYLOR

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