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Superior Court of California,
County of El Dorado
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF EL DORADO

JOSEFINA SANTANA MARQUEZ, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

3LB, LLC dba KALANIS AT LAKE TAHOE, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. 23CV0985

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Josefina Santana Marquez (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby bring this Class and Representative Action Complaint against 3LB,
3 LLC dba Kalanis at Lake Tahoe, a California limited liability company; and Does 1 through 100,
4 inclusive (collectively, “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 class action for recovery of unpaid wages and penalties under California Business and Professions
8 Code section 17200, *et. seq.*; Labor Code sections 201-203, 226, 226.7, 512, 516, 1198, 2698 *et*
9 *seq.*; and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”), in addition to
10 seeking declaratory relief and restitution. This class action is brought pursuant to California Code
11 of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of the
12 California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
13 minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
23 the filing of this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-203, 226,
27 226.7, 512, 516, 1198, 2698 *et seq.*; and Business & Professions Code § 17200, *et seq.* (Unfair
28 Competition), and Wage Order 5, which sets employment standards for employees in the public

housekeeping industry, including restaurants and similar establishments where food is prepared and served.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a restaurant serving Hawaiian fare, and that they employed Plaintiff and other similarly situated non-exempt employees within El Dorado County and the state of California.

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

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 15).

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10. During Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff and other non-exempt employees with all statutorily mandated meal periods due to Defendants' meal period policies/practices. Specifically, the workload Defendants imposed on Plaintiff and other non-exempt employees, including the lack of coverage, made it impracticable for Plaintiff and other non-exempt employees to take a 30-minute off-duty meal period prior to the end of the fifth hour of work, and/or a second 30-minute meal period on shifts over 10.0 hours. Indeed, Plaintiff's time records reflect almost no meal periods at all. For example, Plaintiff's time record for July 11, 2022 indicates Plaintiff clocked in at 3:21 p.m. and clocked out at 10:42 p.m. for a total of 7.35 hours with no meal break. Plaintiff's time record for September 5, 2022 indicates Plaintiff clocked in at 3:26 p.m. and clocked out at 9:43 p.m. for a total of 6.29 hours with no meal break. Likewise, Plaintiff's time record for January 1, 2023 indicates Plaintiff clocked in at 4:49 p.m. and clocked out at 11:37 p.m. for a total of 6.81 hours with no meal break. And in the rare instance Plaintiff did take a meal period, the meal period was not compliant. For example, on January 2, 2022, Plaintiff's time record indicates that she clocked in at 10:33 a.m., clocked out for a meal period at 4:06 p.m. (5.54 hours into her shift), clocked back in at 4:30 p.m. (i.e., 24 minutes after she clocked out), and clocked out for the day at 10:14 p.m. Thus, Plaintiff's meal period was late (after 5.0 hours of work) and also short (less than 30 minutes). In addition, on that workday Plaintiff worked over 10.0 hours and was not afforded a second meal period. In those instances that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant meal period, Defendants failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

11. Defendants have also failed to authorize and permit rest periods to Plaintiff and other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-

1 minute net rest period for every 4 hours worked or major fraction thereof, as Plaintiff and other
2 non-exempt employees were frequently unable to take the rest periods to which they were entitled
3 as a result of the workload imposed by Defendants, including but not limited to the lack of
4 coverage mentioned above. In those instances that Defendants failed to authorize and permit
5 Plaintiff and other non-exempt employees to take a legally compliant rest period, Defendants
6 failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and
7 belief, during at least a portion of the putative class period, Defendants maintained no payroll
8 code or other mechanism for paying rest period premiums when Defendants failed to authorize
9 and permit a legally compliant rest period.

10 12. As a result of Defendants' failure to pay meal and rest period premium wages,
11 Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt
12 employees at the separation of their employment.

13 13. As a further result of Defendants' failure to pay meal and rest period premium
14 wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements
15 to Plaintiff.

16 14. The wage statements issued to Plaintiff and other employees were also facially
17 deficient. Specifically, the wage statements failed to include the name of the legal entity that is
18 the employer in violation of the Labor Code § 226(a)(8), in that the wage statements listed
19 "Kalani's" rather than the actual legal name of Defendants, "3LB LLC" or its fictitious business
20 name "Kalanis at Lake Tahoe." The name "Kalani's" as listed on Plaintiff's wage statement is
21 not the Defendants' corporate entity name or fictitious business name. Indeed, there are multiple
22 corporations listed on the California Secretary of State's website that could be confused with
23 "Kalani's," none of which are Defendants. In addition, searching "Kalani's" on the El Dorado
24 County Recorder retrieves no fictitious business name results at all. As a result, the wage
25 statements issued by Defendants were facially deficient in violation of Labor Code § 226(a)(8).

26 **CLASS ACTION ALLEGATIONS**

27 15. Class Definitions: Plaintiff brings this action on behalf of herself and the following
28 Classes pursuant to Section 382 of the Code of Civil Procedure:

1 a. The Meal Period Class consists of all of Defendants' current and former non-
2 exempt employees in California who worked at least one shift in excess of 5.0 hours at any
3 time from four years immediately preceding the filing of this action through the present.

4 b. The Rest Period Class consists of all of Defendants' current and former non-
5 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
6 time from four years immediately preceding the filing of this action through the present.

7 c. The Wage Statement Class consists of (i) all members of the Meal Period Class
8 and/or Rest Period Class who received a wage statement at any time from one year
9 immediately preceding the filing of this action through the present; and (ii) all of
10 Defendants' current and former employees (both exempt and non-exempt) in California
11 who were issued a wage statement that did not contain Defendants' legal name on the wage
12 statement at any time from one year immediately preceding the filing of this action through
13 the present.

14 d. The Waiting Time Class consists of all members of the Meal Period Class and/or
15 Rest Period Class, who are no longer employed by Defendants and whose employment
16 with Defendants ended at any time from three years immediately preceding the filing of
17 this action through the present.

18 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
19 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
20 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
21 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
22 Defendants' employment records.

23 17. **Common Questions of Law and Fact Predominate/Well Defined Community**
24 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
25 situated employees, which predominate over questions affecting only individual members
26 including, without limitation to:

- 27 i. Whether Defendants provided legally compliant meal periods to members
28 of the Meal Period Class;

- ii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment.

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' wage statement, meal period, rest period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' uniform meal and rest period policies/practices, was furnished with inaccurate wage statements, and was deprived of all final wages upon her separation of employment from Defendants.

20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from

1 exploitation by employers who have the responsibility to follow the laws and who may seek to
2 take advantage of superior economic and bargaining power in setting onerous terms and
3 conditions of employment. The nature of this action and the format of laws available to Plaintiff
4 and members of the Classes make the class action format a particularly efficient and appropriate
5 procedure to redress the violations alleged herein. If each employee were required to file an
6 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
7 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
8 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
9 an individual remedy would discourage the assertion of lawful claims by employees who would
10 be disinclined to file an action against their former and/or current employer for real and justifiable
11 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
12 prosecution of separate actions by individual class members would create a substantial risk of
13 inconsistent or varying verdicts or adjudications with respect to the individual class members
14 against Defendants herein; and which would establish potentially incompatible standards of
15 conduct for Defendants. Further, the claims of the individual members of the Classes are not
16 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
17 costs and expenses attending thereto. As such, the Classes identified in Paragraph 15 are
18 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

19 **FIRST CAUSE OF ACTION**

20 **MEAL PERIOD VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

22 22. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed in their affirmative obligation to provide all their hourly non-exempt employees, including
25 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
26 the mandates of the California Labor Code and Wage Order 5, for the reasons set forth in this
27 Complaint.

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24. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 5, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

26. Labor Code §§ 226.7 and 516, and Wage Order 5, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

27. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

28. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages earned, all meal and rest period premium wages earned, and the name of the legal entity that is the employer, in violation of Labor Code § 226.

31. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

32. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

34. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid meal and rest period premium wages.

36. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

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37. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

39. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to provide Plaintiff and the Classes meal periods or pay meal period premium wages, failure to authorize and permit rest periods or pay rest period premium wages, failing to furnish accurate and complete itemized wage statements, and failing to pay all earned wages at separation of employment.

40. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

41. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself, and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

42. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

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43. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

45. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;

- b. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- c. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- d. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;

46. On or about June 22, 2023, Plaintiff notified Defendant 3LB, LLC dba Kalanis at Lake Tahoe via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 45 (a)-(d) above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

47. Based on the foregoing, Plaintiff seeks to represent herself, the State of California, and all aggrieved employees as defined by Labor Code § 2699(c), which includes all current and former employees who worked for Defendants in California at any time from one year prior to the submission of Plaintiff's PAGA notice to the present.

48. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;

- 1 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 2 4. Upon the First Cause of Action, for compensatory, consequential, general, and
- 3 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
- 4 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
- 5 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
- 6 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
- 7 226, *et seq.*;
- 8 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
- 9 Labor Code §§ 201-203;
- 10 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and the Class members of
- 11 all money and/or property unlawfully acquired by Defendants by means of any acts or practices
- 12 declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;
- 13 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
- 14 employees, and the State of California according to proof pursuant to Labor Code § 2699,
- 15 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
- 16 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
- 17 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
- 18 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
- 19 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
- 20 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
- 21 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
- 22 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
- 23 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
- 24 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
- 25 Labor Code § 2699(f);
- 26 10. Prejudgment interest on all due and unpaid wages and other damages pursuant to
- 27 California Labor Code § 218.6; Civil Code § 3287; and Art. XV, § 1 of the California
- 28 Constitution;

1 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 226(e), 2699(g), and Code of Civil Procedure § 1021.5; and

3 12. For such other and further relief the Court may deem just and proper.

4
5 Date: August 31, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

6 By: 

Tuvia Korobkin
Attorneys for Plaintiff

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9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

11
12 Dated: August 31, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

13
14 By: 

Tuvia Korobkin
Attorneys for Plaintiff