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Attorneys for Plaintiff OKEZIE NDUBUISI,
individually, and as a representative on behalf
of “aggrieved employees”

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/18/2023 1:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

OKEZIE NDUBUISI, individually, and as
a representative on behalf of “aggrieved
employees,”

Plaintiff,

v.

CREW PROTECTION ENTERPRISES,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 23STCV22514

COMPLAINT FOR:

1. **FAILURE TO PAY MINIMUM WAGE** (Cal. Labor Code §§ 1182, 1182.12, 11980;
2. **FAILURE TO PAY OVERTIME** (Cal. Labor Code § 510);
3. **FAILURE TO PROVIDE MEAL BREAKS** (Cal. Labor Code § 226.7);
4. **FAILURE TO PROVIDE REST BREAKS** (Cal. Labor Code § 226.7);
5. **FAILURE TO COMPENSATE ALL HOURS** (Cal. Labor Code § 204);
6. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS** (Cal. Labor Code § 226);
7. **FAILURE TO MAINTAIN PAYROLL RECORDS** (Cal. Labor Code §§ 1174 AND 1174.5);
8. **WAITING TIME PENALTIES** (Cal. Labor Code §§ 201, 202 AND 203);
9. **FAILURE TO REIMBURSE BUSINESS EXPENSES** (Cal. Labor Code § 2802);
10. **VIOLATION OF BUS. & PROF. § 17200, et seq.; and**
11. **PRIVATE ATTORNEY GENERAL ACT** (Cal. Labor Code § 2698 et

seq.)

[DEMAND FOR JURY TRIAL]

Plaintiff OKEZIE NDUBUISI individually, and as a representative on behalf of
“aggrieved employees” alleges:

JURISDICTION AND VENUE

1. Plaintiff OKEZIE NDUBUISI (hereinafter referred to as “Plaintiff”), alleges
knowledge as to his own, and information and belief as to all other matters, as follows:

2. Plaintiff was, at all times mentioned herein, a resident of the County of Los
Angeles, in the State of California.

3. Defendant CREW PROTECTION ENTERPRISES, INC. (hereinafter referred to
as “Defendant” or “CREW”) is and was at all material times mentioned herein, a business and
employer doing business in Los Angeles County and elsewhere in the State of California.

4. Plaintiff is ignorant of the true names of Defendants DOES 1 through 50,
inclusive, and has therefore sued them by the above names which are fictitious. Plaintiff will
amend this complaint by inserting true names in lieu of the fictitious names when the true names
are ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants
designated in this Complaint as DOE is responsible and liable to Plaintiff in some manner for the
events, happenings, and contentions referred to in this complaint. All references in this
complaint to “Defendants” shall be deemed to include CREW and all DOE Defendants
collectively.

5. Plaintiff is informed and believes and thereon alleges that each Defendant,
including DOES, was and is the agent, employee, servant, subsidiary, partner, member,
associate, or representative of each other Defendant, including DOES, and all of the things
alleged to have been done by the Defendants, and each of them, were done in the course and
scope of the agency, employment, service, or representative relationship and with the knowledge
and consent of their respective principals, employers, masters, parent limited liability company,
partners, members, associates, or representatives.

6. The unlawful practices and tortious conduct complained of herein occurred in the

County of Los Angeles, State of California.

7. Plaintiff is an aggrieved employee who has suffered one or more violations of the Labor Code as set forth below. Pursuant to Labor Code §2699(g), brings this action in a representative capacity for all employees suffering Labor Code violations by Defendants.

8. Defendant employed Plaintiff as a Security Guard, a non-exempt hourly position, starting in or about March 28, 2022 to July 17, 2022. In the capacity of a Security Guard position, Plaintiff was paid an hourly rate.

9. During the course of employment, Plaintiff, similar to other aggrieved employees, continually worked his regular schedule with no meal or rest periods provided. Further, Plaintiff, similar to other aggrieved employees, was not compensated for time worked off the clock and any overtime hours worked, especially as Defendants illegally rounded their time worked.

10. Defendants did not allow Plaintiff, similarly to other aggrieved employees, ten (10) minute rest periods or thirty (30) meal periods. Nor did Defendants pay Plaintiff and other aggrieved employees a premium for the missed rest and/or meal periods.

11. Plaintiff and other aggrieved employees worked overtime both beyond his eight (8) hour shifts and over forty (40) hours per week without proper compensation. Defendants failed to pay Plaintiff and other aggrieved employees for their overtime work.

12. Plaintiff and other aggrieved employees were a non-exempt employee entitled to overtime and entitled to meal and rest breaks under Labor Code § 512 and the applicable Industrial Welfare Commission wage order.

13. At termination, Plaintiff and other aggrieved employees were not paid all wages owed to them and during their employment, Plaintiff and other aggrieved employees were not provided with accurate wage statements.

14. Plaintiff informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and aggrieved employees were entitled to all earned wages including minimum wage and overtime wages. In violation of the California Labor Code, Defendants failed to pay Plaintiff and all aggrieved employees their proper compensation in terms of minimum and overtime wages, including tip payments, in violation of California law.

1 15. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and aggrieved employees were entitled to legally required meal
3 periods and rest periods which were not provided to them, in violation of California law.

4 16. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and aggrieved employees were entitled to receive itemized
6 wage statements that accurately showed their gross and net wages earned, all deductions, name
7 and address of the legal entity that is the employer, total hours worked and all applicable hourly
8 rates in effect and the number of hours worked at each hourly rate in accordance with California
9 law. In violation of the Labor Code, Plaintiff and aggrieved employees were not provided with
10 accurate itemized wage statements.

11 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that aggrieved employees were entitled to timely payment of wages due
13 upon separation of employment. In violation of the Labor Code, aggrieved employees did not
14 receive payment of all wages including, but not limited to, unpaid overtime.

15 18. In doing the acts set forth above, Defendants acted as herein alleged with a
16 conscious disregard of Plaintiff's rights as an employee. For all of these reasons, the Plaintiff is
17 entitled to an award of punitive damages.

18 19. At the time of Plaintiff's separation, Plaintiff was not paid all wages owed to him for
19 minimum and overtime wages. At all relevant times, Plaintiff was an aggrieved employee as defined
20 in Labor Code §2699(c) ("any person who was employed by the alleged violator who was employed
21 by the alleged violator and against whom one or more of the violations was committed"). Plaintiff
22 intends to represent all other aggrieved employees who performed work for Defendants in California,
23 were similarly misclassified and have suffered at least one of the wage and hour violations described
24 herein during their employment as well as any other violations suffered by the aggrieved employees.

25 20. Plaintiff and aggrieved employees are also entitled to any and all statutory and
26 civil penalties, attorney's fees and costs in accordance with the Private Attorneys' General Act
27 ("PAGA"). Prior to the initiation of this lawsuit, on June 2, 2023, Plaintiff filed online with the
28 California Labor & Workforce Development Agency ("LWDA") and sent a certified letter to

1 Defendants as prescribed by the Code.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGE**

4 **(Cal. Labor Code § §1182 et seq., 1198)**

5 **(Against All Defendants)**

6 21. Plaintiff realleges and incorporates by reference each and every allegation
7 contained in each and every aforementioned paragraph as though fully set forth herein.

8 22. The Industrial Welfare Commission (hereinafter “IWC”) sets the “minimum wage
9 to supply the necessary cost of proper living to, and maintain the health and welfare of
10 employees in this state.” California Labor Code § 1178.5(a). Minimum wage requirements apply
11 to all nonexempt employees, including those not specifically covered under wage orders
12 applicable to specific occupations, trades, or industries.

13 23. Plaintiff was, in fact, a nonexempt employee and Defendants were required by
14 law to pay Plaintiff minimum wage during hours worked.

15 24. Further, during Plaintiff’s employment with Defendants, Defendants failed to pay
16 Plaintiff the applicable minimum wage during times worked off the clock.

17 25. As a proximate result of Defendants’ failure to pay Plaintiff minimum wage,
18 pursuant to the provisions of California Labor Code § 1182.12 and IWC orders, Plaintiff suffered
19 losses in earnings, and other employment benefits along with other incidental and consequential
20 damages and losses, all in an amount to be proven at trial.

21 26. As a proximate result of Defendants’ failure to pay Plaintiff minimum wage,
22 pursuant to the provisions of California Labor Code § 1182.12 and IWC orders, Plaintiff has
23 suffered and will continue to suffer economic damages in the form of lost retirement benefits in
24 an amount to be proven at trial.

25 27. Pursuant to California Labor Code § 218.5, Plaintiff requests that the Court award
26 reasonable attorney’s fees and costs incurred in this action.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME**

3 **(Cal. Labor Code §510(a))**

4 **(Against All Defendants)**

5 28. Plaintiff realleges and incorporates by reference each and every allegation
6 contained in each and every aforementioned paragraph as though fully set forth herein.

7 29. Under California Labor Code § 510(a), "Eight hours of labor constitutes a day's
8 work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in
9 any one workweek and the first eight hours worked on the seventh day of work in any one
10 workweek shall be compensated at the rate of no less than one and one-half times the regular rate
11 of pay for an employee."

12 30. During Plaintiff's employment with Defendants on numerous occasions,
13 Defendants requested that Plaintiff work and Plaintiff actually worked in excess of eight (8)
14 hours in one workday and in excess of 40 hours in one workweek. On such occasions,
15 Defendants failed to pay Plaintiff at least one and one-half times or two times his regular rate of
16 pay for overtime hours worked.

17 31. Defendants to this date have not paid Plaintiff for the overtime hours he worked.

18 32. As a proximate result of Defendants' failure to pay Plaintiff overtime, pursuant to
19 the provisions of California Labor Code § 510(a), Plaintiff suffered losses in earnings, and other
20 employment benefits along with other incidental and consequential damages and losses, all in an
21 amount to be proven at trial.

22 33. Pursuant to California Labor Code § 218.5, Plaintiff requests that the court award
23 reasonable attorney's fees and costs incurred in this action.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL BREAKS**

26 **(Cal. Labor Code §226.7)**

27 **(Against All Defendants)**

28 34. Plaintiff realleges and incorporates by reference each and every allegation

1 contained in each and every aforementioned paragraph as though fully set forth herein.

2 35. California Labor Code § 226.7 requires an employer to pay an additional hour of
3 compensation for each required meal period the employer fails to provide. Employees are
4 entitled to a meal period of at least thirty (30) minutes per five (5) hour work period. Plaintiff
5 consistently worked over five (5) hours shifts without a meal period. Pursuant to the Labor Code
6 and Wage Order 5-2001, Plaintiff was entitled to a meal period of not less than thirty (30)
7 minutes prior to exceeding five (5) hours of employment.

8 36. Defendants failed to provide Plaintiff with either timely meal breaks of not less
9 than thirty (30) minutes, or to provide Plaintiff with an additional hour of compensation for each
10 meal period missed as required during the time that Plaintiff was employed with Defendants.

11 37. Pursuant to California Labor Code § 226.7, Plaintiff is entitled to damages of one
12 (1) hour of wages per missed meal break, in a sum to be proven at trial.

13 38. Plaintiff also seeks damages pursuant to California Labor Code § 558.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE REST BREAKS**

16 **(Cal. Labor Code §226.7)**

17 **(Against All Defendants)**

18 39. Plaintiff realleges and incorporates by reference each and every allegation
19 contained in each and every aforementioned paragraph as though fully set forth herein.

20 40. California Labor Code § 226.7 requires an employer to pay an additional hour of
21 compensation for each workday where an employee fails to receive a rest period for each
22 consecutive four (4) hour shift worked. Employees are entitled to a net rest period of at least ten
23 (10) minutes per each consecutive four (4) hour work period or major fraction thereof, after the
24 first three and one-half (3 1/2) hours worked in a workday. Plaintiff consistently worked four (4)
25 hour shifts. Pursuant to the California Labor Code and Wage Order 5-2001, Plaintiff was
26 entitled to a rest period of not less than ten (10) minutes for each consecutive four (4) hour shift
27 worked or major fraction thereof.

28 41. Defendants failed to provide Plaintiff with either timely rest breaks of not less

1 than ten (10) minutes, or to provide Plaintiff with an additional hour of compensation for each
2 day when said rest period was missed, as required during the time period Plaintiff was employed
3 with Defendants.

4 42. Pursuant to California Labor Code § 226.7, Plaintiff is entitled to damages of one
5 (1) hour of wages per missed rest break, in a sum to be proven at trial.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO COMPENSATE ALL HOURS**

8 **(Cal. Labor Code §204)**

9 **(Against All Defendants)**

10 43. Plaintiff realleges and incorporates by reference each and every allegation
11 contained in each and every aforementioned paragraph as though fully set forth herein.

12 44. Section 204 of the California Labor Code states that all wages, other than those
13 mentioned in 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due
14 and payable twice during each calendar month, on days designated in advance by the employer
15 as the regular paydays.

16 45. As described hereinabove, Defendants failed to pay Plaintiff per pay period any
17 and all wages due in a timely manner.

18 46. Defendants therefore owe damages in the amount of any remaining unpaid wages
19 in addition to penalties pursuant to Labor Code § 210 in the amount of \$100.00 and \$200.00 for
20 each failure to pay Plaintiff.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

23 **(Cal. Labor Code §226)**

24 **(Against All Defendants)**

25 47. Plaintiff realleges and incorporates by reference each and every allegation
26 contained in each and every aforementioned paragraph as though fully set forth herein.

27 48. The allegations of every other paragraph of this Complaint are hereby
28 incorporated herein by reference as if set forth in full.

49. Defendants were obligated under Labor Code § 226 and Industrial Wage Order 5-2001, to keep an accurate record of the hours of labor worked by Plaintiff and to prepare and submit to Plaintiff with each payment of wages an itemized statement accurately showing the total hours worked by Plaintiff.

50. Defendants failed to keep precise records of Plaintiff's hours worked, and further failed to provide accurate itemized wage statements with each payment of wages to Plaintiff as required by law. Instead, Defendants issued false or incorrect or fraudulent or no wage statements to certain employees, including without limitation Plaintiff.

51. Pursuant to Labor Code § 226, Plaintiff is entitled to a penalty of \$50.00 for the first violation and \$100.00 per pay period for each subsequent violation of this section, according to proof, up to a maximum amount of \$4,000.00.

SEVENTH CAUSE OF ACTION

FAILURE TO MAINTAIN PAYROLL RECORDS

(CAL. LABOR CODE §§ 1174 AND 1174.5)

(Against All Defendants)

52. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

53. Defendants failed to maintain complete and accurate payroll records for Plaintiff, showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, all applicable hourly rates in effect during each pay period, and the corresponding number of hours worked by Plaintiff at each hourly rate, and Defendants are therefore not able to furnish to the commission said documents and/or information.

54. Defendants are liable for statutory and civil penalties pursuant to Cal. Labor Code §§ 1174.5, 558 and other applicable laws and regulations.

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1 **EIGHTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(CAL. LABOR CODE §§ 201, 202 AND 203)**

4 **(Against All Defendants)**

5 55. Plaintiff realleges and incorporates by reference each and every allegation
6 contained in each and every aforementioned paragraph as though fully set forth herein.

7 56. Defendants willfully failed to pay Plaintiff all accrued wages and other
8 compensation due to Plaintiff at the time of his termination.

9 57. Defendants are liable for statutory and civil waiting time penalties of up to 30
10 days of pay pursuant to Cal. Labor Code § 203 and other applicable laws and regulations.

11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO PAY BUSINESS EXPENSES**

13 **(CAL. LABOR CODE § 2802)**

14 **(Against All Defendants)**

15 58. Plaintiff realleges and incorporates by reference each and every allegation
16 contained in each and every aforementioned paragraph as though fully set forth herein.

17 59. California Labor Code section 2802(a), in relevant part, provided, "An employer
18 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of his or her duties..."

20 60. California Labor Code section 2802(c), provides, "...the term "necessary
21 expenditures or losses" shall include all reasonable costs, including, but not limited to,
22 attorney's fees incurred by the employee enforcing the rights granted by this section."

23 61. Defendants required Plaintiff to incur business expenses without reimbursement
24 including but not limited to use of cell phone. However, Defendant failed to reimburse Plaintiff
25 for the work-related expenses.

26 62. Plaintiff seeks to recover all wages owed, reimbursements, attorney's fees, and
27 costs, under Labor Code sections 2802(c) and 218.5.

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TENTH CAUSE OF ACTION
FOR VIOLATION OF
BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.
(Against All Defendants)

63. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

64. California Business and Professions Code § 17200, et seq. prohibits unlawful and unfair business practices. Plaintiff is a “person” within the meaning of California Business & Professions Code (hereinafter “B&P”) § 17204, and has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

65. Wage and hour laws express fundamental public policies. California Labor Code § 90.5(a) and § 98.6 articulate the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, to ensure employees are not retaliated against for complaining of violations under the Labor Code, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor standards.

66. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the California Labor Code, and have engaged in other unlawful and unfair business practices in violation of B&P § 17200, et seq., depriving Plaintiff of the rights, benefits, and privileges guaranteed to all employees under the law.

67. Defendants, by violating wage and hour laws as described above under the California Labor Code, creating a hostile work environment, retaliating against Plaintiff and wrongfully terminating Plaintiff on the basis of his complaints regarding Defendants’ wage and hour violations and not providing Plaintiff with proper compensation, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. Therefore, Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of B&P §

1 17200, et seq.

2 68. As a proximate result of the above-mentioned acts of Defendants, Plaintiff has
3 been damaged in a sum as may be proven.

4 69. Unless restrained by this Court, Defendants will continue to engage in the
5 unlawful conduct as alleged herein. Pursuant to the B&P, this Court should make such orders or
6 judgments, including the appointment of a receiver, as may be necessary to prevent the use or
7 employment, by Defendants, their agents or employees, of any unlawful or deceptive practice
8 prohibited by the B&P and/or, including but not limited to, disgorgement of profits which may
9 be necessary to restore Plaintiff to the money Defendants have unlawfully failed to pay.

10 **ELEVENTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEY GENERAL ACT**
12 **(CAL. LABOR CODE § 2698 ET SEQ.)**
13 **(Against All Defendants)**

14 70. Plaintiff realleges and incorporates by reference each and every allegation
15 contained in each and every aforementioned paragraph as though fully set forth herein.

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

22 72. For all provisions of the Labor Code except those for which a civil penalty is
23 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
24 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
25 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
26 period in which Defendants violated these provisions of the Labor Code.

27 73. Defendants' conduct violates numerous Labor Code sections including, but not
28 limited to, the following:

- (a) Failing to maintain complete and accurate pay records in violation of Labor Code Sections §§ 1174, 1198, and 1199;
- (b) Failing to pay Plaintiff and aggrieved employees with minimum wage in violation of Labor Code Sections §§ 1194, 1197, 1197.1, and 1198;
- (c) Failing to pay Plaintiff and aggrieved employees with overtime in violation of Labor Code §§ 510 and 1198-1199;
- (d) Failure to provide timely meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199;
- (e) Failure to provide compliant off duty rest periods in violation of Labor Code §§ 226.7, 1198 and 1199;
- (f) Failing to provide Plaintiff and aggrieved employees with accurate itemized wage statements in violation of Labor Code § 226;
- (g) Failing to timely pay all earned wages to aggrieved employees upon separation of employment in violation of Labor Code §§ 201, 202 203, among other claims; and
- (h) Failing to reimburse all business related expenses including cellphones in violation of Labor Code § 2802.

74. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) provides "the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiff seeks to recover these penalties (including the unpaid wages)

1 pursuant to PAGA.

2 75. Plaintiff is an “aggrieved employee” because he was employed by the alleged
3 violator and had one or more of the alleged violations committed against him, and therefore is
4 properly suited to represent the interests of all other aggrieved employees, non-exempt
5 employees.

6 76. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
7 and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved
8 employees under PAGA.

9 77. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiff and all
10 other aggrieved employees are entitled to recover civil penalties against Defendants for
11 violations of the above-cited sections of the Labor Code.

12 78. Defendants’ conduct, as alleged herein, has been and continues to be unfair,
13 unlawful and harmful to Plaintiff and the general public. Plaintiff therefore seeks to enforce
14 important rights affecting the public interest within the meaning of Code of Civil Procedure §
15 1021.5.

16 **PRAYER FOR RELIEF**

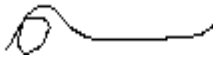
17 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, as follows:

- 18 1. For general damages in an amount according to proof, not to exceed \$2,000,000;
- 19 2. For special damages in an amount according to proof, not to exceed \$2,000,000;
- 20 3. For compensatory damages including but not limited to lost wages, overtime
21 compensation, damages for lost meal and rest periods, and other special, general
22 and compensatory damages in an amount according to proof, not to exceed
23 \$1,000,000;
- 24 4. For punitive damages;
- 25 5. For attorneys’ fees;
- 26 6. For statutory and civil penalties;
- 27 7. For interest as allowed by law;
- 28 8. For injunctive relief;

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9. For costs of suit; and
10. For such other and further relief as the Court may deem just and proper.

DATED: September 18, 2023 K2 Employment Law, APC

By: 

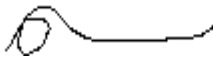
Douglas H. Hoang
Kelly C. Gales
Attorneys for Plaintiff OKEZIE NDUBUISI,
individually, and as a representative on behalf
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JURY DEMAND

Plaintiff OKEZIE NDUBUISI, individually, and as a representative on behalf of
“aggrieved employees” demand a trial by jury of all issues.

DATED: September 18, 2023 K2 Employment Law, APC

By: 

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Kelly C. Gales
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