

Filed
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Sacramento
08/10/2023
bloxsov
By _____, Deputy
23CV006543

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8 ANTHONY RAMACCIOTTI, on behalf of himself

and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SACRAMENTO**

13 ANTHONY RAMACCIOTTI,
14 individually, and on behalf of all others
15 similarly situated,

16 Plaintiff,

17 vs.

19 CAPITOL EXPRESS LINES, INC., a
20 California Corporation, and DOES 1-20,

21 Defendants.
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) Case No.

) **COMPLAINT FOR DAMAGES AND**
) **CIVIL PENALTIES:**

BY FAX

-) 1. Violation of Whistleblower
) Protection Laws, Labor Code §
) 1102.5 (a) and (b);
) 2. Wrongful Termination/
) Constructive Discharge;
) 3. Failure to Pay Minimum Wage for
) All Hours Worked;
) 4. Failure to Pay Overtime Wages;
) 5. Failure to Keep Accurate Time
) Records;
) 6. Failure to Provide Accurate Wage
) Statements;
) 7. Violation of California Unfair
) Competition Law, Bus. & Prof.
) Code § 17200 *et seq.*;
) 8. Failure to Provide Required Meal
) Periods;
) 9. Failure to Provide Required Rest
) Periods;

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-) 10. Failure to Reimburse Employees
-) for Required Expenses;
-) 11. Failure to Provide Wages When
-) Due; and
-) 12. Civil Penalties Pursuant to Private
-) Attorney General Act, Labor Code
-) § 2698 *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff ANTHONY RAMACCITOTTI ("Plaintiff"), on behalf of himself and all other
2 similarly situated employees, hereby files this Complaint against Defendants CAPITOL EXPRESS
3 LINES, INC. ("CAPITOL EXPRESS"), a California Corporation, and Does 1 through 20
4 (collectively referred to as "Defendants"). Plaintiff alleges as follows:

5 **INTRODUCTION**

6 1. This is an individual and representative civil action brought by Plaintiff, a former
7 employee of Defendants, for violation of Whistleblower Protection Laws California Labor Code §
8 1102.5 and constructive discharge. Plaintiff also seeks damages for misclassification of Plaintiff and
9 other similarly situated employees as exempt from overtime, for failure to provide meal and rest
10 periods, failure to pay minimum wages, failing to pay overtime wages, providing inaccurate wage
11 statements, failure to reimburse for necessary business expenses, and derivative civil and statutory
12 penalties. Plaintiff seeks these damages and penalties, plus interest and attorney's fees, on behalf of
13 himself and all other similarly situated employees.

14 2. During all relevant times, Plaintiff and similarly situated employees worked for
15 Defendants and were classified as exempt, but Defendants routinely required Plaintiff and similarly
16 situated employees to primarily perform non-exempt duties the majority of the time. In this way,
17 Defendants misclassified Plaintiff, and failed to pay Plaintiff and similarly situated employees for all
18 hours worked and for premium overtime pay, and issued wage statements to Plaintiff and similarly
19 situated employees that did not comply with California law because, among other things, they did not
20 include all hours worked, did not include rates of pay, and did not include overtime. As a matter of
21 policy and practice, Defendants failed to provide Plaintiff and similarly situated employees meal and
22 rest periods. Defendants also failed and refused to provide Plaintiff and similarly situated employees
23 with all wages due and owing upon their termination or within seventy-two (72) hours of their
24 separation. Defendants also failed and refused to reimburse Plaintiff and similarly situated employees
25 for all work-related expenses.

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1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 8. On July 26, 2023, Plaintiff filed his Labor Code § 2699.3 Private Attorney General Act
3 (“PAGA”) Notice with the California Labor & Workforce Development Agency (“LWDA”). After
4 the expiration of 65 days from the filing of the PAGA Notice, if the LWDA does not respond, Plaintiff
5 will have fully exhausted his administrative remedy.

6 **GENERAL ALLEGATIONS**

7 9. Plaintiff worked for Defendants as a Lead Technician from approximately April 1,
8 2022, until he was forced to resign on February 7, 2023, due to Defendants reducing his pay after he
9 complained of missing wages and unsafe working conditions and filed a report of a workplace
10 injury.

11 10. Plaintiff and similarly situated employees worked for Defendants as misclassified
12 exempt employees in California, although Plaintiff’s position did not qualify for any exemption
13 under California law. Plaintiff and similarly situated employees were paid on a salary basis.
14 However, Plaintiff and similarly situated aggrieved employees did not meet the exemption
15 requirement of receiving a guaranteed salary. Under the executive, administrative, and
16 professional exemptions, an employee must receive a pre-determined salary that is not subject to
17 reduction based on the hours worked. However, the pay received by Plaintiff and similarly
18 situated employees varied from pay period to pay period and at times Plaintiff was paid less than
19 his regular salary based on the number of hours worked.

20 11. Moreover, Plaintiff and similarly situated employees spent most of their work time
21 engaged in non-exempt work duties. Plaintiff spent the majority of his workday ordering parts,
22 picking up parts, communicating with vendors, and gathering paperwork for DOT inspections.
23 Although Plaintiff spent a small portion of his worktime supervising other employees in his
24 department, Plaintiff spent the majority of his working time completing non-exempt tasks duties
25 performed by other non-exempt employees. Consequently, Defendants willfully and deliberately
26 misclassified Plaintiff and similarly situated employees as employees who were exempt from the
27 overtime provisions of the California Labor Code and the applicable Wage Orders.
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1 12. As a result of the misclassification, Defendants failed to pay minimum wages or
2 overtime for all hours worked. Plaintiff and similarly situated employees worked overtime hours
3 over the weekly maximum of the applicable wage order without overtime premium pay at the
4 regular rate of pay. Plaintiff and similarly situated employees worked substantial amounts of
5 overtime hours without any overtime compensation. Plaintiff estimates he regularly worked 45-50
6 hours per week. Defendants routinely required Plaintiff and similarly situated employees to work
7 more than eight (8) hours per day, and/or forty (40) hours per week without paying minimum wage
8 or overtime for the additional hours worked. Plaintiff is informed and believes that other exempt and
9 non-exempt employees did not receive all overtime and minimum wages earned.

10 13. In addition, Defendants also did not allow Plaintiff and similarly situated employees,
11 both exempt and non-exempt, to take their statutorily required meal and rest periods. Defendants
12 failed to provide Plaintiff and other similarly situated employees a 30-minute, duty-free meal period
13 before the end of the fifth hour of work as required under the law. Defendants also failed to provide
14 rest periods to Plaintiff and similarly situated employees for every 4 hours worked or major fraction
15 thereof.

16 14. Defendants failed to reimburse Plaintiff and similarly situated employees for
17 required business expenses, including but not limited to mileage and business use of his personal
18 cellular phone.

19 15. As a result of these violations, Defendants did not provide Plaintiff and similarly
20 situated employees legally compliant wage statements noting, among other things, total hours
21 worked, gross wages earned, the applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate, and the legal name of the employer.

23 16. Also, for the reasons identified above, including unpaid overtime and minimum
24 wages, Defendants failed to pay Plaintiff and similarly situated employees their final wages timely in
25 accordance with the requirements of Labor Code section 201 and 202. In addition, Plaintiff was not
26 provided his final paycheck until eight (8) days after his last day worked, and that check failed to
27 pay all accrued but unused vacation wages and unpaid worked days during his employment.
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1 17. Plaintiff is informed and believes that Defendants committed numerous other
2 violations of the California Labor Code, including but not limited to those identified in this
3 Complaint. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018),
4 Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether he
5 experienced them personally or not.

6
7 **FIRST CAUSE OF ACTION**
8 **Violation of Whistleblower Protection Laws**
9 **[Cal. Labor Code § 1102.5(a) and (b)]**
10 **(Against All Defendants)**

11 18. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth
12 above as though fully set forth herein.

13 19. California Labor Code § 1102.5(a) prohibits an employer or person from making,
14 adopting, enforcing any rule, regulation or policy that would prevent an employee from disclosing to
15 a person with authority over the employee or another employee who has authority to investigate,
16 discover, or correct the violation or noncompliance, information the employee reasonably believes
discloses a violation or noncompliance with a local, state, or federal statute, rule, or regulation.

17 20. California Labor Code § 1102.5(b) prohibits an employer or person from retaliating
18 against an employee for disclosing to a person with authority over the employee or another
19 employee who has authority to investigate, discover, or correct the violation or noncompliance,
20 information the employee reasonably believes discloses a violation or noncompliance with a local,
21 state, or federal statute, rule, or regulation.

22 21. At all times relevant to this complaint, Defendants were Plaintiff's employer for the
23 purposes of California Labor Code § 1102.5(a) and (b).

24 22. At all times relevant to this complaint, Plaintiff was engaging in protected activity as
25 defined under Lab. Code § 1102.5(a) and (b) when he was retaliated against and ultimately
26 constructively discharged. Specifically, as previously described in detail above, in direct violation of
27 § 1102.5(b), Plaintiff was constructively discharged by Defendants after being subjected to
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1 retaliation by Defendants for Plaintiff's good faith efforts to inform Defendants of missing wages
2 and unsafe working conditions, as well as filing a report of a workplace injury.

3 23. As such, Defendants systematically retaliated against Plaintiff in an egregious
4 violation of Cal. Lab. Code § 1102.5 in numerous separate but related instances, examples of which
5 are alleged and described above and herein.

6 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

7
8 **SECOND CAUSE OF ACTION**
9 **Wrongful Termination/ Constructive Discharge**
10 **(Against All Defendants)**

11 24. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth
12 above as though fully set forth herein.

13 25. At all times relevant to this complaint, Plaintiff was employed by Defendants.

14 26. Defendants demoted Plaintiff and reduced Plaintiff's pay after he complained of
15 missing wages and unsafe working conditions and filed a report of a workplace injury.

16 27. Terminating an employee because he complained about missing wages and unsafe
17 working conditions is illegal. *See* Cal. Labor Code § 1102.5.

18 28. Defendants' termination of Plaintiff because he made reports of missing wages and
19 unsafe working conditions and filed a report of a workplace injury constitutes a termination in
20 violation of public policy.

21 29. Moreover, these working conditions were so intolerable that a reasonable person in
22 Plaintiff's position would have had no reasonable alternative except to resign.

23 30. Plaintiff resigned because the working conditions were so intolerable and
24 unsustainable.

25 31. As a direct, foreseeable and proximate result of Defendants' unlawful actions,
26 Plaintiff has suffered and continues to suffer losses in earnings and other employment benefits and
27 has incurred other economic losses.
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32. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered substantial emotional distress, humiliation, shame, and embarrassment, all to Plaintiff's damage in an amount to be proven at the time of trial.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

THIRD CAUSE OF ACTION
Failure to Pay Minimum Wage for All Hours Worked
[Cal. Labor Code § 1194]
(Against All Defendants)

33. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

34. Defendant is required to compensate Plaintiff and similarly situated employees with at least minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

35. Defendant was aware of its obligation to pay the minimum wage but failed to do so.

36. Defendant's conduct described herein violates California Labor Code § 1194, and applicable Wage Orders. As a proximate result of Defendant's conduct, Plaintiff has been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff now seeks these wages, liquidated damages pursuant to California Labor Code § 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code § 1194.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

FOURTH CAUSE OF ACTION
Failure to Pay Overtime Wages
[Cal. Labor Code § 510]
(Against All Defendants)

37. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

38. During the period Plaintiff was employed by Defendants, Defendants were required to compensate him with premium overtime wages pursuant to the Wage Order and California Labor

1 Code §§ 510, 1194. Although Plaintiff regularly worked in excess of eight (8) hours a day and/or
2 forty (40) hours per week, Defendants failed to pay all overtime wages owed to him.

3 39. Although Defendants classified Plaintiff as an exempt employee, Plaintiff's position
4 and duties failed to meet the requirements of any exemption in the applicable Wage Order and
5 California Labor Code section 510.

6 40. Defendants' conduct described herein violates California Labor Code sections 510
7 and 1194, and applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has
8 been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now
9 seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code sections
10 1194.

11 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

12 **FIFTH CAUSE OF ACTION**
13 **Failure to Keep Accurate Time Records**
14 **[Cal. Labor Code § 1174(d)]**
(Against All Defendants)

15 41. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth
16 above as though fully set forth herein.

17 42. Pursuant to Labor Code § 1174(d), an employer must keep payrolls records which
18 show the daily hours worked by and wages paid to employees. These records must be kept on file for
19 not less than three years.

20 43. Defendants did not keep accurate information regarding all hours worked by Plaintiff
21 and similarly situated employees, largely by failing to accurately record all time worked on their
22 time records.

23 44. Plaintiff is entitled to, and does hereby seek, monetary damages and injunctive relief
24 requiring Defendants to comply with Labor Code § 1174(d), and all applicable damages and civil
25 penalties.

26 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

27 **SIXTH CAUSE OF ACTION**
28 **Failure to Provide Accurate Wage Statements**

**[Cal. Labor Code § 226]
(Against All Defendants)**

45. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

46. Pursuant to Labor Code § 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number,
- (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code § 226(a). Defendants also failed to list on the wage statements provided to Plaintiff and similarly situated employees all hours worked.

48. Plaintiff has suffered injury as a result of Defendants' failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code § 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in Plaintiff's position would not be able to readily ascertain the information without reference to other

documents or information) his hours worked and all applicable pay rates from the wage statement alone because Defendants paid him a flat salary.

49. Plaintiff is entitled to, and does hereby seek, monetary damages and injunctive relief requiring Defendants to comply with Labor Code § 226(a) and all applicable damages and civil penalties.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

SEVENTH CAUSE OF ACTION
Violation of Unfair Competition Law
[Cal. Bus. & Prof. Code § 17200 *et seq.*]
(Against All Defendants)

50. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

51. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the California Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

52. Plaintiffs and similarly situated employees were not paid all wages owed during their employment, especially since Defendants misclassified Plaintiff and similarly situated employees as exempt from overtime. Defendants also failed to provide legally compliant paystubs to Plaintiffs throughout the employment relationship, among other Labor Code Violations set forth herein.

53. Such actions and conduct constitute a violation of the California Unfair Competition Law (“UCL”) (California Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Prods. Co.*, 23 Cal. 4th 163 (2000).

54. Plaintiffs are entitled to restitution as a result of Defendants’ unfair business practices, including, but not limited to, injunctive relief pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7,

all in an amount as yet unascertained but subject to proof at trial, for up to four (4) years from the filing of this Action.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

EIGHTH CAUSE OF ACTION
Failure to Provide Required Meal Periods
[Cal. Labor Code §§ 226.7 & 512]
(Against All Defendants)

55. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

56. Defendants from time to time failed to provide all the legally required off-duty meal breaks to Plaintiff as required by the applicable Wage Order and Labor Code. Plaintiff was not paid penalty compensation as required by applicable law.

57. Defendants further violated California Labor Code § 226.7 and the applicable IWC Wage Order by failing to compensate Plaintiff who was not provided a timely meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a lawful meal period was not provided.

58. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

NINTH CAUSE OF ACTION
Failure to Provide Required Rest Periods
[Cal. Labor Code §§ 226.7 & 512]
(Against All Defendants)

59. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

60. Plaintiff was from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, from time to time he was denied his first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours and a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours. Plaintiff was also not provided with one hour penalty wages in lieu thereof.

61. Defendant further violated California Labor Code §§ 226.7 and 512 and the applicable WC Wage Order by failing to compensate Plaintiff in accordance with the applicable Wage 4 Order, one additional hour of compensation at his regular rate of pay for each workday that rest period was not provided.

62. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

TENTH CAUSE OF ACTION
Failure to Reimburse Employees for Required Expenses
[Cal. Labor Code § 2802]
(Against All Defendants)

63. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

64. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

65. At all relevant times herein, Defendant violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse Plaintiff for required expenses incurred in the discharge of his job duties for Defendants' benefit. Defendants failed to reimburse Plaintiff for required business expenses, including, but not limited to, mileage and business use of his personal cellular phone. Although these

1 expenses were necessary expenses incurred by Plaintiff, Defendants failed to indemnify and
2 reimburse Plaintiff for these expenses as an employer is required to do under the laws and
3 regulations of California.

4 66. Plaintiff therefore demands reimbursement for expenditures or losses incurred by
5 himself in the discharge of his job duties for Defendants, or his obedience to the directions of
6 Defendants, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

7 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

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9 **ELEVENTH CAUSE OF ACTION**
10 **Failure to Pay Wages When Due**
11 **[Cal. Labor Code §§ 201, 202, 203]**
12 **(Against All Defendants)**

13 67. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth
14 above as though fully set forth herein.

15 68. Cal. Lab. Code § 200 provides, in relevant part, that:

16 As used in this article: (a) "Wages" includes all amounts for labor performed by employees
17 of every description, whether the amount is fixed or ascertained by the standard of time, task,
18 piece, Commission basis, or other method of calculation. (b) "Labor" includes labor, work, or
service whether rendered or performed under contract, subcontract, partnership, station plan,
or other agreement if the labor to be paid for is performed personally by the person
demanding payment.

19 69. Cal. Lab. Code § 201 provides, in relevant part, "that if an employer discharges an
20 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

21 70. Cal. Lab. Code § 202 provides, in relevant part, that:

22 If an employee not having a written contract for a definite period quits his or her
23 employment, his or her wages shall become due and payable not later than 72 hours
24 thereafter, unless the employee has given 72 hours previous notice of his or her intention to
25 quit, in which case the employee is entitled to his or her wages at the time of quitting.
26 Notwithstanding any other provision of law, an employee who quits without providing a 72-
27 hour notice shall be entitled to receive payment by mail if he or she so requests and
28 designates a mailing address. The date of the mailing shall constitute the date of payment for
purposes of the requirement to provide payment within 72 hours of the notice of quitting.

71. Cal. Lab. Code § 203 provides, in relevant part, that:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance with
2 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
3 quits, the wages of the employee shall continue as a penalty from the due date thereof at the
same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

4 72. The employment of Plaintiff was terminated, and Plaintiff was not provided his final
5 paycheck until eight (8) days after his last day worked, and that check failed to pay all accrued but
6 unused vacation wages and unpaid worked days during his employment.

7 73. Therefore, as provided by Cal Lab. Code § 203, Plaintiff demands eight (8) days of
8 pay as penalty for not paying all wages due at time of termination and demands an accounting and
9 payment of all wages due, plus interest and statutory costs as allowed by law.

10 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

11 **TWELFTH CAUSE OF ACTION**
12 **Civil Penalties Pursuant to the Labor Code Private Attorney General Act**
13 **[Cal. Labor Code § 2698, *et seq.*]**
14 **(Against All Defendants)**

15 74. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth
16 above as though fully set forth herein.

17 75. Plaintiff brings this cause of action as a proxy for the State of California and in this
18 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the
19 California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order
20 violations identified above.

21 76. On or about July 26, 2023, Plaintiff, through counsel, sent written notice to the
22 LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code
23 section 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not
24 informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims.

25 77. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California
26 and all aggrieved employees for all violations of the Labor Code from July 26, 2022, through date of
27 trial on this matter.

28 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 2 1. For penalties and liquidated damages under the California Labor Code according to proof
3 allowed by law;
4 2. For compensatory damages, including, but not limited to, unpaid wages, plus interest,
5 according to proof allowed by law;
6 3. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
7 4. For injunctive relief;
8 5. For punitive damages according to proof;
9 6. For an award of prejudgment and post-judgment interest; and
10 7. For an award to Plaintiff of such other and further relief as the Court deems just and
11 proper.
12

13 Dated: August 9, 2023

Castle Law: California Employment Counsel, PC

14
15 By: 
16 Timothy B. Del Castillo
17 Kent L. Bradbury
18 Spencer S. Turpen
Attorneys for Plaintiff ANTHONY RAMACCIOTTI

19 **JURY TRIAL DEMAND**

20 Plaintiff hereby demands a trial by jury.
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22 Dated: August 9, 2023

Castle Law: California Employment Counsel, PC

23
24 By: 
25 Timothy B. Del Castillo
26 Kent L. Bradbury
27 Spencer S. Turpen
28 Attorneys for Plaintiff ANTHONY RAMACCIOTTI