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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JUAN C. JAUREGUI, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CRH CALIFORNIA WATER, INC., a
California corporation; and DOES 1 through
100,

Defendants.

CASE NO. 30-2023-01336814-CU-OE-CXC

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (3) WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);**
- (4) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (6) CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Juan C. Jauregui (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants CRH California Water, Inc., a California corporation, and
4 DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et. Seq.*, Labor Code §§ 201-203, 226, 226.7, 516, 558, 1182.12, 1194, 1194.2,
10 1197, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”), in
11 addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
12 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
14 this Court’s jurisdictional minimum.

15 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
24 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
25 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
26 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
27 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*
28 *Seq.*, Labor Code §§ 201-203, 226, 226.7, 516, 558, 1182.12, 1194, 1194.2, 1197, and 2698 *et*

1 *seq.*, and Wage Order 4, which sets employment standards for technical occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants engage in and continue to engage in water treatment and the delivery of treated water
5 to homeowners, businesses, and commercial and industrial entities, and employed Plaintiff and
6 other, similarly-situated non-exempt employees within Orange County, and the State of
7 California and, therefore, were (and are) doing business in Orange County and the State of
8 California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
13 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined in Paragraph 13) to be subject to the
16 unlawful employment practices, wrongs, injuries and damages complained of herein.

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

19 7. At all relevant times, each of said Defendants participated in the doing of the acts
20 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
21 and each of them, were the agents, servants, and employees of each and every one of the other
22 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
23 within the course and scope of said agency and employment. Defendants, and each of them,
24 approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions
25 complained of herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants specialize in water treatment and the delivery of treated water to
5 homeowners, businesses, and commercial and industrial entities. Plaintiff began working for
6 Defendants as a non-exempt “route driver” in approximately May 2016, and worked until
7 approximately December 22, 2022, when his employment was terminated.

8 10. Although Plaintiff clocked in and out at the beginning and end of each shift,
9 Plaintiff only received an hourly wage if his earned commissions did not exceed his hourly wages
10 for a workday. Plaintiff was paid on a commission-only basis for most days during the relevant
11 time period. While paid on a commission-only basis, Plaintiff was not separately compensated
12 for time spent working on tasks which were not compensated on a commission basis, including
13 but not limited to, time spent waiting for customers and loading and unloading his truck (i.e., non-
14 productive time). As a result, Plaintiff was not paid at least the minimum wage for all hours
15 worked on days when he was paid on a commission-only basis.

16 11. While working on a commission-only basis, Plaintiff worked shifts in excess of
17 3.5 hours, and was not provided with a paid rest period for every 4-hour period worked, or major
18 fraction thereof, because Defendants commission compensation plan failed to separately
19 compensate Plaintiff for required rest periods. *See Vaquero v. Stoneledge Furniture LLC* (2017)
20 9 Cal.App.5th 98, 106 (“Like the compensation plans courts have found unlawful for failing to
21 pay for nonproductive time, Stoneledge’s commission agreement did not compensate for rest
22 periods taken by sales associates who earned a commission instead of the guaranteed minimum.”);
23 *Bluford v. Safeway Inc.*, 216 Cal.App.4th 864 (2013) (“There is no dispute that Safeway’s activity-
24 based compensation system did not separately compensate drivers for their rest periods.”). As a
25 result, Plaintiff was not compensated for rest periods on workdays when he was paid on a
26 commission-only basis, as required by Industrial Welfare Commission Wage Order 4 § 12(A).

27 12. As a result of Defendants’ failure to pay all minimum wages and failure to pay all
28 rest period premium wages, Defendants maintained inaccurate payroll records and issued

inaccurate wage statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to pay all minimum wages and failure to pay all rest period premium wages, Defendants failed to timely pay all final wages to Plaintiff and other former employees upon their separation of employment from Defendants.

CLASS ACTION ALLEGATIONS

13. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who performed work on a commission-only basis, during the four years immediately preceding the filing of this action through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked on a commission-only basis and worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class and/or Rest Period Class, during the one year immediately preceding the filing of this action through the present.

f. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class and/or Rest Period Class, during the three years immediately preceding the filing of this action through the present.

14. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

15. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly

1 situated employees, which predominate over questions affecting only individual members
2 including, without limitation to:

- 3 i. Whether Defendants paid at least the minimum wage for all hours worked to
4 members of the Minimum Wage Class;
- 5 ii. Whether Defendants authorized and permitted all legally compliant rest periods to
6 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 7 iii. Whether Defendants furnished legally compliant wage statements to members of
8 the Wage Statement Class pursuant to Labor Code § 226; and
- 9 iv. Whether Defendants' policies and/or practices for the timing and amount of
10 payment of final wages to members of the Waiting Time Class at the time of their
11 separation of employment were lawful.

12 16. **Predominance of Common Questions:** Common questions of law and fact
13 predominate over questions that affect only individual members of the Classes. The common
14 questions of law set forth above are numerous and substantial and stem from Defendants' policies
15 and/or practices applicable to each individual class member, including but not limited to
16 Defendants' commission pay policies/practices. As such, the common questions predominate
17 over individual questions concerning each individual class member's showing as to their
18 eligibility for recovery or as to the amount of their damages.

19 17. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
20 Plaintiff was employed by Defendants as a non-exempt employee in California during the
21 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
22 herein, Plaintiff, like the members of the Classes, was not paid all minimum wages owed due to
23 Defendants' commission pay policies/practices, was not authorized and permitted all paid rest
24 periods, was not paid all final wages upon separation of employment, and was not provided with
25 accurate, compliant, itemized wage statements.

26 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
27 to represent fairly and adequately the interests of the members of the Classes. Moreover,
28 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of

1 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
2 hour class actions in state and federal courts in the past and are committed to vigorously
3 prosecuting this action on behalf of the members of the Classes.

4 19. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and standards in
6 California. These laws and labor standards protect the average working employee from
7 exploitation by employers who have the responsibility to follow the laws and who may seek to
8 take advantage of superior economic and bargaining power in setting onerous terms and
9 conditions of employment. The nature of this action and the format of laws available to Plaintiff
10 and members of the Classes make the class action format a particularly efficient and appropriate
11 procedure to redress the violations alleged herein. If each employee were required to file an
12 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
13 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
14 their vastly superior financial and legal resources. Moreover, requiring each member of the
15 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
16 employees who would be disinclined to file an action against their former and/or current employer
17 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
18 employment. Further, the prosecution of separate actions by the individual class members, even
19 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
20 with respect to the individual class members against Defendants herein; and which would
21 establish potentially incompatible standards of conduct for Defendants; and/or legal
22 determinations with respect to individual class members which would, as a practical matter, be
23 dispositive of the interest of the other class members not parties to adjudications or which would
24 substantially impair or impede the ability of the class members to protect their interests. Further,
25 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
26 individual prosecution considering all of the concomitant costs and expenses attending thereto.
27 As such, the Classes identified in Paragraph 13 are maintainable as classes under § 382 of the
28 Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

21. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

22. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes, but is not limited to Defendants' commission compensation structure for members of the Minimum Wage Class, which resulted in these individuals only being paid on Defendants' commission system, as opposed to being paid for all hours worked. Accordingly, Plaintiff and members of the Minimum Wage Class were not compensated for all hours worked, including, but not limited to all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

23. Defendants' policy and practice of not paying all minimum wages violates Labor Code §§ 204, 210, 216, 558, 1182.12, 1197.1, and 1198, and Wage Order 4.

24. Such a practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

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1 **SECOND CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 26. Wage Order 4, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
6 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
7 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
8 permit Plaintiff and members of the Rest Period Class to take all legally compliant paid rest
9 periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at
10 their respective regular rate for the rest periods that they failed to authorize and permit them to
11 take, as required by Labor Code § 226.7.

12 27. Defendants' policies and practices described herein are unlawful and create an
13 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
14 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
15 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
16 516, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

17 **THIRD CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

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

21 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
23 and members of the Wage Statement Class with accurate and complete, itemized wage statements
24 that included, among other requirements, all hours worked, total gross wages earned, all rates of
25 pay and corresponding number of hours worked, total net wages earned, and the correct name and
26 address of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

27 30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
28 with accurate and complete, itemized wage statements resulted in actual injury, as said failures

1 led to, among other things, the non-payment of minimum wages and rest period premium wages
2 owed and deprived them of the information necessary to identify the discrepancies in Defendants'
3 reported data.

4 31. Defendants' failures create an entitlement to recovery by Plaintiff and members of
5 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
6 Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and
7 costs of suit according to California Labor Code § 226 *et seq.*

8 **FOURTH CAUSE OF ACTION**

9 **WAITING TIME PENALTIES**

10 **(AGAINST ALL DEFENDANTS)**

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

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

18 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
20 at their separation from employment, including unpaid minimum wages as well as unpaid rest
21 period premium wages.

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

26 36. Defendants' failure to pay all final wages was willful within the meaning of Cal.
27 Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the
28 Waiting Time Class their earned wages upon separation from employment results in a continued

1 payment of daily wages up to thirty days from the time the wages were due.

2 37. Plaintiff and members of the Waiting Time Class are entitled to compensation
3 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(AGAINST ALL DEFENDANTS)**

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

8 39. Defendants have engaged and continue to engage in unfair and/or unlawful
9 business practices in California in violation of California Business and Professions Code § 17200
10 *et seq.*, by: (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum
11 wages; (b) failing to authorize and permit Plaintiff and members of the Rest Period Class all paid
12 rest periods to which they are entitled; (d) failing to issue accurate and itemized wage statements
13 to the Wage Statement Class; and © failing to timely pay all final wages to the Waiting Time
14 Penalty Class.

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

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

24 42. The acts complained of herein occurred within the last four years immediately
25 preceding the filing of the Complaint in this action.

26 43. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
28 of Defendants' current non-exempt employees, and to enforce important rights affecting the

1 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
2 which he is entitled to recover under Code of Civil Procedure § 1021.5.

3 **SIXTH CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **(AGAINST ALL DEFENDANTS)**

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

7 45. Defendants have committed several Labor Code violations against Plaintiff,
8 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
9 within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other aggrieved
10 employees, brings this representative action against Defendants to recover the civil penalties due
11 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
12 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
13 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
14 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
15 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
16 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
17 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
18 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
19 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
20 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
21 subsequent violation per employee per pay period for those violations of the Labor Code for which
22 no civil penalty is specifically provided, based on the following Labor Code violations:

23 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
24 Wage Class, and other aggrieved employees in violation of Labor Code §§
25 1182.12, 1194, 1194.2, and 1197;

26 b. Failing to authorize and permit all legally required rest periods, and failure to pay
27 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
28 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,

516, 558, and 1198;

c. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

d. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

46. On July 17, 2023, Plaintiff notified Defendants via certified mail, and notified 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)-(f). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his 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 himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

48. Plaintiff was compelled to retain the services of counsel to file this court action to protect his 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 he is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself 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;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et seq.*;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
9. Upon the Sixth Cause of Action for 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 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 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 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 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 Labor Code

violations identified in Paragraph 45 (a)-(f);

10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

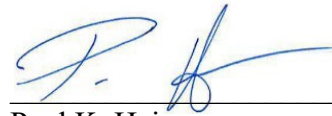
11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, and 2699(g), and Code of Civil Procedure § 1021.5; and

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

Dated: September 21, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: September 21, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff