

1 David Alami (State Bar No. 314628)
2 david@alamilawgroup.com
3 Shaheen Anthony Etemadi (State Bar No. 319138)
4 shawn@alamilawgroup.com
5 **ALAMI LAW GROUP, APC**
6 620 Newport Center Drive, Suite 1100
7 Newport Beach, CA 92660
8 Telephone: (949) 287-3594

9 Attorneys for Plaintiff ALAN AGUILAR

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 ALAN AGUILAR, an individual, on behalf of
14 himself, all other aggrieved employees, and the
15 State of California,

16 Plaintiff,

17 v.

18 BITETTO'S TOW & SERVICE CENTER,
19 INC.; VINCENT F. BITETTO, an individual;
20 and DOES 1 through 10, inclusive,

21 Defendants.
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Case No. **23STCV23128**

REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)

1 Plaintiff ALAN AGUILAR (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against BITETTO’S
4 TOW & SERVICE CENTER, INC.; VINCENT F. BITETTO, an individual; and DOES 1 through 10
5 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to his own acts
6 and on information and belief as to other matters as follows:

7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
9 brought by Plaintiff on behalf of himself and all current and former employees of Defendants
10 employed in California during the PAGA Period (collectively, “Aggrieved Employees”). The term
11 “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice
12 of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
13 Defendants through the date of final judgment.

14 2. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
15 Defendants and performed work for Defendants in Southern California.

16 3. Defendants have engaged in a systematic pattern of wage and hour violations under the
17 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
18 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
19 wages (including sick pay, vacation pay, minimum, regular, overtime, and/or double time wages),
20 failing to provide compliant meal and rest periods or compensation in lieu thereof, failing to timely
21 pay all wages due upon separation of employment, failing to provide accurate itemized wage
22 statements, failing to maintain accurate records of hours worked, and failing to reimburse business
23 expenses.

24 4. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
25 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California
26 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections
27 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 246, 510, 511, 512, 558,
28 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

5. Plaintiff brings this representative action on behalf of himself and other Aggrieved Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2 and 2698, *et seq.* against Defendants.

JURISDICTION AND VENUE

6. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint arises under California law. Further, this is a representative PAGA action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

7. This Court has personal jurisdiction over all Defendants because each defendant has sufficient minimum contacts with California, having intentionally availed itself of the California forum so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of fair play and substantial justice.

8. Venue in Los Angeles County is proper under California Business & Professions Code Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct substantial business in this County, and/or Defendants' liability arose in this County.

PARTIES

9. Plaintiff ALAN AGUILAR is an individual residing in California. Defendants employed Plaintiff as a non-exempt hourly employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff worked for Defendants as a security officer and his job duties included, *inter alia*, general construction duties, which included setting up of cones and signs outside the perimeter of the jobsite to slow down traffic and flagging traffic.

10. Defendant BITETTO'S TOW & SERVICE CENTER, INC. is a California corporation

1 doing business throughout the state of California and provides traffic control services in Southern
2 California, including Los Angeles County. BITETTO'S TOW & SERVICE CENTER, INC. is, and at
3 all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is
4 informed, believes, and thereon alleges that the practices and policies BITETTO'S TOW & SERVICE
5 CENTER, INC. that are complained of by way of this Complaint were implemented during the PAGA
6 Period.

7 11. Defendant VINCENT F. BITETTO is an individual residing in California. VINCENT
8 F. BITETTO is, and at all relevant times was, an employer subject to California state wage and hour
9 laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies VINCENT F.
10 BITETTO that are complained of by way of this Complaint were implemented during the PAGA
11 Period. Defendant VINCENT F. BITETTO was involved in the day-to-day operations of Defendants'
12 business operations, including implementing practices that violated or caused to be violated the
13 Industrial Welfare Commission ("IWC") Wage Order provisions regulating minimum wages or hours
14 and days of work, as well as Labor Code Sections 203, 226, 226.7, 1194, and 2802. Therefore,
15 VINCENT F. BITETTO is liable for these Labor Code and IWC Wage Order violations pursuant to
16 Labor Code Section 558.1.

17 12. Defendants continue to employ non-exempt employees within California.

18 13. Plaintiff is unaware of the true names and capacities of those Defendants identified as
19 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
20 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
21 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
22 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
23 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
24 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
25 responsible for one or more of the wrongful acts and omissions and some portion of the damages
26 alleged herein.

27 14. At all times relevant hereto, each defendant acted in all respects pertinent to this action
28 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects

pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Aggrieved Employees.

15. Defendants, each and all of them, at all times relevant, were the joint employers, parent companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages alleged herein.

16. There exists a unity of interest in ownership between Defendants and DOES 1 through 10, inclusive, such that any individuality and separateness between the individual and the corporation does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants are and at all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a principal-agency relationship between and among Defendants.

17. At all relevant times, Defendants were agents of each other and acting within the course and scope of their agency.

GENERAL ALLEGATIONS

18. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees as non-exempt employees.

19. At all relevant times, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and

1 personnel practices, and the requirements of California.

2 20. Through this action, Plaintiff alleges Defendants have consistently maintained and
3 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
4 which violate the Labor Code and IWC Wage Orders.

5 21. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
6 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
7 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

8 22. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
9 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
10 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,
11 and double time wages for all work that was required to be performed. On information and belief,
12 during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or
13 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants
14 failed to pay the sick pay, vacation pay, minimum, regular, overtime, and double time rate of pay to
15 Plaintiff and/or other Aggrieved Employees for all hours worked. Defendants required Plaintiff and/or
16 other Aggrieved Employees to complete work-related tasks off the clock, such as time spent
17 communicating with Defendants' management and representatives. Furthermore, Defendants rounded
18 Plaintiff and/or other Aggrieved Employees' hours worked, thereby depriving them of wages for all
19 hours worked at the legally mandated rates. Defendants did not compensate Plaintiff and/or other
20 Aggrieved Employees for all hours worked because Plaintiff and/or other Aggrieved Employees were
21 regularly on-duty during their meal and/or rest periods. Defendants also failed to accurately calculate
22 the regular rate of pay, and thereby the proper overtime and double time rate of pay, for Plaintiff and/or
23 other Aggrieved Employees. Defendants also failed to accurately calculate and pay Plaintiff and/or
24 other Aggrieved Employees' sick pay at the regular rate of pay for the workweek in which Plaintiff
25 and/or other Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other
26 Aggrieved Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other
27 Aggrieved Employees' total hours worked in the full pay periods of the prior 90 days of employment.
28 Finally, Defendants failed to accurately calculate and pay Plaintiff and/or other Aggrieved Employees'

1 accrued vacation pay at the legally mandate rate.

2 23. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
3 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
4 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
5 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
6 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
7 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks.
8 Defendants also failed to relieve Plaintiff and other Aggrieved Employees of all duties during their
9 meal periods. In addition, Defendants failed to authorize and permit and/or make available to Plaintiff
10 and/or other Aggrieved Employees second meal periods when they worked more than 10 hours.
11 Moreover, Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal
12 periods. Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff
13 and/or other Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes
14 when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate
15 Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay
16 for every day in which they were denied a compliant meal period.

17 24. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
18 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
19 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
20 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
21 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
22 Defendants' practices and policies. Defendants also failed to relieve Plaintiff and other Aggrieved
23 Employees of all duties during their meal periods. Plaintiff and/or other Aggrieved Employees also
24 failed to adopt and implement a practice of providing third rest breaks when Plaintiff and/or other
25 Aggrieved Employees worked over 10 hours. Notwithstanding the above rest break violations,
26 Defendants failed to compensate Plaintiff and/or other Aggrieved Employees with an additional hour
27 of pay at their regular rate of pay for every day in which they suffered a rest period violation.

28 25. **Unreimbursed Business Expenses:** Defendants knew or should have known that

1 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
2 related business expenses. First, Defendants required Plaintiff and other Aggrieved Employees to use
3 their personal cell phones to discuss work-related matters with Defendants' representatives and for
4 other work purposes without any reimbursement. Second, Defendants required Plaintiff and other
5 Aggrieved Employees to purchase equipment to perform their work duties, including personal
6 protective equipment such as gloves and safety vests. Third, Defendants required Plaintiff and other
7 Aggrieved Employees to clean, wash, and iron their uniforms, which were the Defendants' property,
8 without any reimbursement for the costs of cleaning, washing, and ironing.

9 26. **Failure to Permit Aggrieved Employees to Use Accrued and Available Sick Leave:**
10 During the PAGA Period, Defendants failed to permit Plaintiff and/or Aggrieved Employees to use
11 their accrued and available sick leave entitlement.

12 27. **Failure to Provide Sick Pay:** During the PAGA Period, Defendants failed to provide
13 Plaintiff and/or Aggrieved Employees sick pay at the legally mandated rate.

14 28. **Failure to Pay Vacation Wages:** During the PAGA Period, Defendants failed to
15 provide to Plaintiff and/or Aggrieved Employees accrual of vacation wages and failed to pay to
16 Plaintiff and/or Aggrieved Employees vested vacation wages.

17 29. **Failure to Provide Necessary Tools and Equipment:** During the PAGA Period,
18 Defendants required certain tools and/or equipment for the performance of Plaintiff and/or Aggrieved
19 Employees' job duties or such tools and/or equipment were necessary to the performance of Plaintiff
20 and/or Aggrieved Employees' job duties, but Defendants failed to provide and maintain such tools and
21 equipment.

22 30. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
23 other Aggrieved Employees who separated from their employment with Defendants during the
24 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
25 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
26 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
27 rest period premiums, and reimburse expenses.

28 31. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff

1 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
2 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
3 not furnished with complete and accurate wage statements that show all information required by Labor
4 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
5 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
6 worked at each hourly rate.

7 32. **Failure to Keep Accurate Records:** Defendants knew or should have known that
8 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
9 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
10 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
11 and/or omissions described throughout this Complaint.

12 33. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
13 willful.

14 **FIRST CAUSE OF ACTION**

15 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

16 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

17 **(Against All Defendants)**

18 34. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
19 fully set forth herein.

20 35. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
21 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
22 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
23 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
24 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

25 36. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
26 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
27 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
28 after 65 days have passed without notice from the LWDA.

1 37. On July 7, 2023, Plaintiff gave written notice of the specified provisions alleged to have
2 been violated, including the facts and theories to support the alleged violations, as required by Labor
3 Code Section 2699.3. This written notice was provided via certified mail to Defendants and to the
4 LWDA by electronically filing the notice via the Department of Industrial Relations' website. More
5 than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice from
6 the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
7 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
8 himself and all other Aggrieved Employees under PAGA.

9 38. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
12 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
13 Defendants violated these provisions of the Labor Code.

14 39. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
15 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
16 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
17 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
18 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
19 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
20 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
21 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
22 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
23 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
24 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
25 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
26 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
27 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
28 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,

1 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
2 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

3 40. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
4 of an employer who violates, or causes to be violated, a section of this chapter or any provision
5 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
6 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
7 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
8 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
9 employee was underpaid.”

10 41. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
11 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
12 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
13 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
14 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
15 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
16 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
17 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

18 42. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
19 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
20 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
21 violation in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
23 penalties provided for in this section are in addition to any other penalty provided by law.”

24 43. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
25 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
26 to employees.

27 44. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
28 numerous Labor Code sections including, but not limited to, the following:

1 (a) Violation of Labor Code Sections 201-204, 206, 210, 221, 223, 227.3, 246, 510,
2 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
3 regular, overtime, and double time wages as well as commissions), sick pay, and vacation pay owed
4 to Plaintiff and other aggrieved employees during employment and upon separation of employment;

5 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
6 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
7 meal periods;

8 (c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to
9 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

10 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
11 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

12 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
13 calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other
14 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
15 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved
16 Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation
17 of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy
18 Families Act of 2014;

19 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
20 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
21 Employees vested vacation wages;

22 (g) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
23 and/or Aggrieved Employees less than the statutory or contractual rate;

24 (h) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
25 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

26 (i) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
27 business expenses to Plaintiff and other Aggrieved Employees;

28 (j) Violation of Labor Code Sections 1198 and 1199 for failure to provide to

1 Plaintiff and/or Aggrieved Employees certain tools and/or equipment necessary for the performance
2 of Plaintiff and/or Aggrieved Employees' job duties; and

3 (k) Violation of Labor Code Section 1199 for each of the foregoing Labor Code
4 violations.

5 45. As set forth above, Defendants have violated numerous provisions of the Labor Code
6 regulating hours and days of work as well as the IWC Wage Orders.

7 46. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
8 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
9 above.

10 47. Plaintiff is an "aggrieved employee" because he was employed by Defendants and had
11 one or more of the alleged violations committed against him, and therefore is properly suited to
12 represent the interests of all other aggrieved employees.

13 48. Plaintiff has exhausted the procedural requirements under Labor Code Section 2699.3
14 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
15 aggrieved employees under the PAGA.

16 49. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
17 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff, on behalf of himself and the other Aggrieved Employees, prays for
20 judgment and the following specific relief against Defendants, jointly and severally, as follows:

21 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
22 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
23 *seq.*;

24 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
25 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
26 1021.5; and

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3. For such other relief the Court deems just and proper.

4.

Dated: September 25, 2023

ALAMI LAW GROUP



By: _____

David Alami
Shaheen Anthony Etemadi
Attorneys for Plaintiff ALAN AGUILAR