

Manny Starr (319778)
Manny@frontierlawcenter.com
Joseph Gross (332258)
Joseph@frontierlawcenter.com

FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorney for Plaintiff
RICKY COBBS, on behalf of himself and all
other similarly situated Aggrieved Employees

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

RICKY COBBS, on behalf of himself and all
other similarly situated Aggrieved Employees

Case No. **STK-CV-UOE-2023-0011027**

COMPLAINT

Plaintiff(s),

v.

WAYFAIR, LLC; and DOES 1 through 100
inclusive,

Defendant(s).

1. Disability Discrimination (Gov. Code §12940(a));
2. Failure to Engage in Interactive Process (Gov. Code §12940(m));
3. Failure Provide Reasonable Accommodation (Gov. Code §12940(n));
4. Retaliation in Violation of FEHA (Gov. Code §12940(h));
5. Failure to Prevent Discrimination and Retaliation from Occurring (Gov. Code §12940(k));
6. Meal Break Violations;
7. Rest Break Violations;
8. Failure to Pay for All Hours Worked;
9. Failure to Pay All Overtime Owed;
10. Wage Statement Penalties;
11. Waiting Time Penalties;
12. Violation of Unfair Competition Law; and
13. Private Attorneys General Act

1 Plaintiff RICKY COBBS, by and through his attorneys, alleges as follows:

2 **RELEVANT PARTIES**

3 1. Plaintiff RICKY COBBS ("Plaintiff") is an individual residing in the County of San
4 Joaquin, California.

5 2. Defendant WAYFAIR, LLC ("Defendant") is a corporation organized under the laws of the
6 State of California, doing business in San Joaquin, California.

7 3. The true names and capacities, whether individual, corporate, associate, or otherwise, of
8 Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff currently. Plaintiff therefore
9 sues said Defendants by such fictitious names and will seek leave to amend this Complaint to insert
10 the true names and capacities of said Defendants when the same become known to Plaintiff.

11 Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named
12 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as
13 alleged hereinafter.

14 4. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, each
15 Defendant was the agent, employee, alter ego, and/or joint ventures of each of the remaining
16 Defendants, and in doing the acts alleged herein, was acting in the course and scope of such agency,
17 employment, joint venture, and/or alter ego relationship with full knowledge and consent of each of
18 the other Defendants. Whenever and wherever reference is made in this Complaint to any act or
19 failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed
20 to mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

21 **JURISDICTION AND VENUE**

22 5. This Court has jurisdiction over Defendants because each Defendant either resides in, or
23 maintains offices and transacts business in, the County of San Joaquin.

24 6. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because
25 Defendants transact business here, and the unlawful practices complained of herein occurred in this
26 County.

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1 **PLAINTIFF HAS EXHAUSTED THEIR ADMINISTRATIVE REMEDIES**

2 7. On August 8, 2023, Plaintiff requested and obtained an immediate right-to-sue from the
3 California Civil Rights Department (“CCRD”) and has therefore exhausted his administrative
4 remedies.

5 **FACTUAL ALLEGATIONS**

6 8. Plaintiff Ricky Lee Cobbs ("Plaintiff") was employed by Defendant Wayfair LLC
7 ("Defendant") as a warehouse associate at their facility located at 5120 Glacier Street, Lathrop,
8 California from approximately July 21, 2022, through May 4, 2023.

9 9. Plaintiff's job duties included loading and unloading trailers. This required heavy lifting of
10 items weighing up to 200 pounds or more, despite a policy that employees were not supposed to lift
11 over 75 pounds. Plaintiff was frequently injured on the job.

12 10. Prior to around February 2023, Plaintiff's supervisors would accommodate him when injured
13 by allowing him to take breaks, leave early, or be reassigned to less physically demanding tasks.

14 11. In or around February 2023, Chris Weaver became Plaintiff's supervisor. Mr. Weaver
15 targeted employees who requested accommodation for disabilities.

16 12. On multiple occasions when injured on the job, Plaintiff requested reasonable
17 accommodations from Mr. Weaver such as being allowed to take breaks or be assigned less
18 strenuous work tasks. Mr. Weaver refused to engage in any interactive process regarding these
19 requests.

20 13. Rather than accommodate Plaintiff's disability, Mr. Weaver began fabricating reasons to
21 give Plaintiff "points" under Defendant's attendance policy, even when Plaintiff properly reported
22 absences for disability-related reasons.

23 14. On or about May 4, 2023, Defendant terminated Plaintiff's employment, falsely claiming it
24 was because Plaintiff accrued too many points, when in fact it was in retaliation for Plaintiff's
25 requests for reasonable accommodation.

26 15. Defendant failed to prevent the discrimination, harassment and retaliation committed by Mr.
27 Weaver against Plaintiff.

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1 16. Defendants failed to provide Plaintiff and the Aggrieved Employees with compliant meal
2 breaks, because they were required to remain on-site throughout their purported breaks, and were
3 required to continue working through those breaks on numerous occasions.

4 17. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
5 for these missed breaks.

6 18. Defendant failed to provide Plaintiff and the Aggrieved Employees with compliant rest
7 breaks, because they were required to remain on-site throughout their purported breaks, and were
8 required to continue working through those breaks on numerous occasions.

9 19. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
10 for these missed breaks.

11 20. Defendants failed to pay Plaintiff and the Aggrieved Employees for all hours worked
12 because Plaintiff and the Aggrieved Employees were required to perform work off-the-clock before
13 their shift started.

14 21. Defendants failed to pay Plaintiff and the Aggrieved Employees for all overtime owed
15 because they regularly worked in excess of 8 hours per day and 40 hours per week, including
16 mandatory overtime, but were not paid the proper overtime rate for all overtime hours worked.

17 22. Defendants failed to correctly calculate Plaintiff and the Aggrieved Employees regular rate
18 of pay, and as a result, underpaid Plaintiff and the Aggrieved Employees' overtime.

19 23. Specifically, Defendants did not include the \$600 monthly perfect attendance bonus that
20 Plaintiff earned when calculating Plaintiff's regular rate of pay.

21 24. Defendants failed to reimburse Plaintiff and the Aggrieved Employees for all work-related
22 expenses because they were required to purchase steel-toed boots and shirts in order to perform
23 their work duties, but Defendants did not reimburse Plaintiff or the Aggrieved Employees for these
24 expenses.

25 25. Defendants failed to provide Plaintiff and the Aggrieved Employees with accurate wage
26 statements because the wage statements issued did not accurately list total wages owed and hours
27 worked, among other things.

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26. Due to Defendants' failure to pay all wages due to Plaintiff and the Aggrieved Employees during their employment, it follows that Defendant failed to pay all wages due at the conclusion of their employment as well. Therefore, Defendants are liable to Plaintiff and the Aggrieved Employees for waiting time penalties.

PAGA ALLEGATIONS

27. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

28. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

29. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

30. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

31. On July 10, 2023, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

32. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

1 33. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior to July 10, 2023, through final
3 disposition of this action.”

4 **FIRST CAUSE OF ACTION**

5 **Disability Discrimination – Disparate Treatment**

6 **(Gov. Code § 12940(a))**

7 **By Plaintiff Against All Defendants**

8 34. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as
9 though fully set forth herein.

10 35. At all times herein mentioned, Gov. Code §12940 et seq. were in full force and effect and
11 were binding on Defendants. These sections require Defendants to refrain from discriminating
12 against any employee on the basis of disability.

13 36. Plaintiff was a member of a protected class in that Plaintiff was disabled.

14 37. At all times during Plaintiff's employment, Plaintiff was satisfactorily performing the duties
15 and functions of Plaintiff's position.

16 38. Plaintiff suffered the adverse employment actions of discrimination, failure to accommodate
17 disability, failure to engage in the interactive process, retaliation, and termination, and was harmed
18 thereby.

19 39. Plaintiff is informed and believes that Plaintiff's disability was a substantial motivating
20 reason for the decision to subject Plaintiff to the aforementioned adverse employment actions.
21 Defendants violated Gov. Code §12940(a) by discriminating against Plaintiff based on Plaintiff's
22 disability.

23 40. As a proximate result of Defendants' willful, knowing, and intentional discrimination against
24 Plaintiff, Plaintiff has sustained and continues to sustain substantial losses in earnings and other
25 employment benefits.

26 41. As a proximate result of Defendants' willful, knowing, and intentional discrimination against
27 Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental
28 and physical pain and anguish, all to Plaintiff's damage in a sum according to proof.

1 42. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to
2 Gov. Code §12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs in an
3 amount according to proof.

4 43. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive,
5 fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

6 **SECOND CAUSE OF ACTION**

7 **Failure to Engage in Interactive Process and Provide Reasonable Accommodation**

8 **(Gov. Code § 12940(m))**

9 **By Plaintiff Against All Defendants**

10 44. Plaintiff incorporates by reference all prior paragraphs of this Complaint as though fully set
11 forth herein.

12 45. At all relevant times, Plaintiff was an employee of Defendants covered by the protections of
13 Government Code section 12940(n).

14 46. Defendants were aware that Plaintiff had a physical disability that limited his ability to
15 perform the essential functions of his position. Specifically, Plaintiff informed Defendants that he
16 suffered from chronic back pain and other musculoskeletal injuries sustained on the job which made
17 it difficult for him to stand for long periods, lift heavy objects, and perform other physically
18 demanding tasks required of a warehouse worker.

19 47. Plaintiff requested reasonable accommodation from Defendants in the form of job
20 restructuring to allow for sitting, part-time or modified work schedules, reassignment to a vacant
21 position, or acquisition of specialized equipment.

22 48. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff to
23 determine effective reasonable accommodations for Plaintiff's disability, as required by Government
24 Code section 12940(n).

25 49. As a proximate result of Defendants' failure to engage in the interactive process, Plaintiff has
26 suffered economic damages including lost wages and benefits in an amount to be determined
27 according to proof at trial.

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1 50. Plaintiff has also suffered non-economic damages including humiliation, mental anguish,
2 and emotional distress in an amount to be determined according to proof at trial.

3 51. Plaintiff is entitled to an award of reasonable attorneys' fees and costs under Government
4 Code section 12965(b).

5 52. The conduct of Defendants and their agents and employees as described herein was
6 malicious, fraudulent, and oppressive, and done with a willful and conscious disregard for Plaintiff's
7 rights. Plaintiff is therefore entitled to punitive damages against Defendants.

8 **THIRD CAUSE OF ACTION**

9 **Failure Provide Reasonable Accommodation**

10 **(Gov. Code §12940(n))**

11 **By Plaintiff Against All Defendants**

12 53. Plaintiff incorporates by reference all prior paragraphs of this Complaint as though fully set
13 forth herein.

14 54. At all relevant times, Plaintiff was an employee of Defendants covered by the protections of
15 Government Code section 12940(m).

16 55. Plaintiff has a physical disability that limits his ability to perform the essential functions of
17 his warehouse job without reasonable accommodation. Specifically, Plaintiff suffers from chronic
18 back pain and other musculoskeletal injuries sustained on the job which made it difficult for him to
19 stand for long periods, lift heavy objects, and perform other physically demanding tasks.

20 56. Plaintiff is qualified to perform the essential functions of his warehouse job with reasonable
21 accommodation.

22 57. Plaintiff requested reasonable accommodation from Defendants in the form of job
23 restructuring to allow for sitting, part-time or modified work schedules, reassignment to a vacant
24 position, or acquisition of specialized equipment.

25 58. Defendants failed to provide reasonable accommodation for Plaintiff's disability, despite his
26 requests.

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1 59. As a proximate result of Defendants' failure to accommodate Plaintiff's disability, Plaintiff
2 has suffered economic damages including lost wages and benefits in an amount to be determined
3 according to proof at trial.

4 60. Plaintiff has also suffered non-economic damages including humiliation, mental anguish,
5 and emotional distress in an amount to be determined according to proof at trial.

6 61. Plaintiff is entitled to an award of reasonable attorneys' fees and costs under Government
7 Code section 12965(b).

8 62. The conduct of Defendants and their agents and employees as described herein was
9 malicious, fraudulent, and oppressive, and done with a willful and conscious disregard for Plaintiff's
10 rights. Plaintiff is therefore entitled to punitive damages against Defendants.

11 **FOURTH CAUSE OF ACTION**

12 **Retaliation in Violation of FEHA**

13 **(Gov't Code § 12940(h))**

14 **Against All Defendants**

15 63. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as
16 though fully set forth herein.

17 64. At all times mentioned in this complaint, the California Fair Employment and Housing Act
18 ("FEHA"), including Government Code § 12940(h), was in full force and effect and was binding
19 upon Defendants. This statute prohibits Defendants from retaliating against any person who engages
20 in protected activity under FEHA.

21 65. Plaintiff engaged in protected activity when he complained to his supervisor, Defendant
22 Chris Weaver, about disability discrimination and failure to accommodate his work-related injuries.

23 66. Defendants subjected Plaintiff to adverse employment actions including unwarranted
24 disciplinary write-ups, denial of accommodations, and termination.

25 67. Plaintiff's protected activity was a substantial motivating reason for the adverse employment
26 actions.

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1 68. As a proximate result of Defendants' willful, knowing, and intentional discrimination against
2 Plaintiff, he has sustained and continues to sustain substantial losses in earnings, job benefits, and
3 employment opportunities. Plaintiff has suffered and continues to suffer humiliation, emotional
4 distress, and mental and physical pain and anguish, all to his damage in an amount according to
5 proof.

6 69. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive,
7 fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

8 70. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of attorneys'
9 fees and costs, including expert witness fees pursuant to the FEHA.

10 **FIFTH CAUSE OF ACTION**

11 **Failure Prevent Discrimination and Retaliation from Occurring**

12 **(Gov. Code §12940(k))**

13 **By Plaintiff Against All Defendants**

14 71. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as
15 though fully set forth herein.

16 72. At all times mentioned in this complaint, the California Fair Employment and Housing Act
17 ("FEHA"), including Government Code § 12940(k), was in full force and effect and was binding
18 upon Defendants. This statute states that it is an unlawful employment practice in California for an
19 employer to "fail to take all reasonable steps necessary to prevent discrimination and harassment
20 from occurring."

21 73. During the course of Plaintiff's employment, Defendants failed to prevent their employees
22 from engaging in intentional actions that resulted in Plaintiff being treated less favorably because of
23 Plaintiff's disability.

24 74. Specifically, Defendants failed to implement adequate training and/or policies to prevent
25 themselves and their employees, including but not limited to Defendant Chris Weaver, from
26 discriminating against and retaliating against Plaintiff on the basis of his disability.

27 75. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff
28 has sustained and continues to sustain substantial losses in earnings, job benefits, and employment

1 opportunities. Plaintiff has suffered and continues to suffer humiliation, emotional distress, and
2 mental and physical pain and anguish, all to his damage in an amount according to proof.

3 76. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive,
4 fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

5 77. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of attorneys'
6 fees and costs, including expert witness fees pursuant to the FEHA.

7 **SIXTH CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 78. Plaintiff incorporates by reference the paragraphs above.

11 79. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
12 employee for a work period of more than five hours per day without providing the employee with a
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 80. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

19 81. Not only must an employer affirmatively relieve its employees of all duty during their meal
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
21 (*Brinker*, supra).

22 82. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 83. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 84. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 85. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SEVENTH CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 86. Plaintiff incorporates by reference the paragraphs above.

7 87. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 88. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 89. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 90. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 91. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 92. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **EIGHTH CAUSE OF ACTION**

23 **Failure to Pay for All Hours Worked**

24 **By Plaintiff Against All Defendants**

25 93. Plaintiff incorporates by reference the paragraphs above.

26 94. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
27 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
28 40 hours in a workweek.

1 95. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

2 96. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
3 penalties, attorney fees, and costs.

4 **NINTH CAUSE OF ACTION**

5 **Failure to Pay All Overtime Owed**

6 **By Plaintiff Against All Defendants**

7 97. Plaintiff incorporates by reference the paragraphs above.

8 98. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee.”

12 99. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

13 100. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
14 interest, penalties, attorney fees, and costs.

15 **TENTH CAUSE OF ACTION**

16 **Wage Statement Penalties**

17 **By Plaintiff Against All Defendants**

18 101. Plaintiff incorporates by reference the paragraphs above.

19 102. Labor Code section 226(a) requires employers to provide itemized wage statements to its
20 employees that identify accurate information regarding their compensation. Defendants, as a matter
21 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
22 statements to Plaintiff in violation of Labor Code section 226(a).

23 103. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
24 and incomplete.

25 104. Defendants knowingly and intentionally issued wage statements that were inaccurate and
26 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
27 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

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1 105. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **ELEVENTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 106. Plaintiff incorporates by reference the paragraphs above.

7 107. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 108. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 109. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 110. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **TWELFTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 111. Plaintiff incorporates by reference the paragraphs above.

22 112. Defendants' conduct described herein constitutes unfair competition.

23 113. Specifically, Defendants have gained an unfair advantage over other similarly situated
24 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
25 owed.

26 114. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 115. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **THIRTEENTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 116. Plaintiff incorporates by reference the paragraphs above.

5 117. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 118. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 119. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 120. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 121. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 122. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 123. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 124. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 125. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
27 to Labor Code section 2699(g).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for relief as follows:

- 3 1. For past and future loss of income and benefits;
4 2. For emotional distress damages;
5 3. For punitive and exemplary damages;
6 4. For reasonable attorneys' fees and costs of suit;
7 5. For prejudgment interest; and
8 6. For such other and further relief as the Court deems just and proper.

9 **JURY DEMAND**

10 Plaintiff demands a trial by jury on all causes of action.
11

12 DATED: October 18, 2023

13 /s/ Joseph Gross

14 Joseph Gross
15 Attorney for Plaintiff
16 RICKY COBBS
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