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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

DANIELLE RUSSELL, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

BREA TOWING SERVICE, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2023-01356425-CU-OE-CXC

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (“PAGA”)**

[California Labor Code § 2698 *et seq.*]

Assigned for All Purposes
Judge Lon F. Hurwitz
Dept. CX103

1 This is a representative action brought by Danielle Russell (“Plaintiff”), on behalf of all other
2 aggrieved employees and the State of California, relating to systemic violations of California wage and
3 hour laws by her employer Brea Towing Service, LLC, (hereinafter referred to as “BTS” or
4 “Defendant”). Plaintiff makes the following allegations on information and belief, except as to
5 allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

6 **INTRODUCTION**

7 1. Defendant is a professional towing and vehicle asset recovery company located in
8 Brea, California.

9 2. In an effort to conserve labor costs, and thereby maximize profits, Defendant has
10 implemented policies and practices that have resulted in systematic violations of California’s wage and
11 hour laws.

12 3. For example, Defendant has implemented unlawful policies with respect to meal and
13 rest breaks. Defendant also requires its non-exempt lot and dispatch employees, who are informed that
14 customer service is always the top priority, to work through meal and rest breaks, and to remain on call
15 during such breaks. Tow truck drivers and dispatchers are unable to take meal and rest breaks based
16 upon the scheduling and demands of the positions, as drivers and dispatchers are required to always be
17 driving, on-call and/or servicing customers. As a result, Plaintiff and other non-exempt employees
18 have been denied the ability to take the meal and rest breaks that they were and are legally entitled to
19 take.

20 4. Defendant has implemented an unlawful rounding practice, which in conjunction with
21 its strict attendance policy, results in the systematic underpayment of both regular and overtime wages
22 to Plaintiff and other non-exempt employees.

23 5. Moreover, Defendant has uniformly failed to pay Plaintiff and other non-exempt
24 employees proper overtime wages due the fact that it willfully turns a blind eye to off-the-clock work
25 that Plaintiff and other non-exempt employees perform as a direct consequence of Defendant’s
26 understaffing and imposition of an unreasonable workload.

27 6. Plaintiff and other non-exempt employees similarly do not receive reimbursements for
28 the expenses they incur in the discharge of their job duties. These expenses include cellular phone

1 usage.

2 **JURISDICTION AND VENUE**

3 7. The Superior Court of the State of California has jurisdiction in this matter because
4 Plaintiff is a resident and citizen of California, and Defendant is a California limited liability company
5 that is licensed to do business in California and regularly conducts business in the state of California.
6 All putative class members and aggrieved employees are also residents of California. No federal
7 question is at issue because Plaintiff's claims are based solely on California law.

8 8. Venue is proper in this judicial district and the County of Orange because Plaintiff, and
9 other persons similarly situated, performed work for Defendant in the County of Orange, Defendant
10 runs its business through its corporate office and its towing facility is located in the County of Orange,
11 and Defendant's illegal payroll policies and practices, which are the subject of this action were applied
12 to Plaintiff, and other aggrieved employees, in the County of Orange.

13 **THE PARTIES**

14 9. Plaintiff is a resident of the State of California and a former employee of Defendant.
15 At all relevant times herein, Plaintiff was employed by Defendant as a dispatch operator, a non-
16 exempt position, working at Defendant's lot located in Brea, California, during the statute of
17 limitations period.

18 10. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all times
19 relevant hereto was, a limited liability company organized and existing under the laws of the State of
20 California.

21 11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
22 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
23 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner
24 highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees'
25 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
26 defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
27 capacities of such DOE defendants when ascertained.

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1 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
2 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after
3 working longer than five (5) hours, to perform work during their meal periods, or return to work after
4 taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other aggrieved employees
5 need to secure permission before taking a meal period, which is often denied by supervisors. Defendant
6 also did not properly notify their non-exempt employees of their rights under California law to take
7 timely, uninterrupted meal periods (including the right to second meal periods during shifts of longer
8 than ten (10) hours), and thus, aggrieved employees like Plaintiff were left in the dark as to when or
9 for how long they could take their meal periods.

10 16. There are also frequent occasions when Plaintiff and aggrieved employees need to
11 perform other duties immediately before the time during which they are legally entitled to take a meal
12 period. Pursuant to Defendant's policies, Plaintiff and aggrieved employees cannot simply drop their
13 job duties to take a meal period. Consequently, Plaintiff and aggrieved employees regularly miss meal
14 periods, take late meal periods, return early from meal periods, and even clock out for meal periods but
15 continue working. Plaintiff is informed and believes Defendant failed to maintain records of meal
16 periods allegedly taken by Plaintiff and the other aggrieved employees.

17 17. Despite the foregoing, Defendant has implemented a policy and practice of actively
18 discouraging the issuance of meal period premium payments, and in the process, Defendant has
19 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to
20 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
21 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper regular
22 rate of pay for each workday that such a meal period was not authorized or permitted.

23 **Failure to Provide Required Rest Breaks**

24 **[Labor Code §§ 226.7 and 512, and § 12 of the Applicable IWC Wage Order]**

25 18. During the statute of limitations period, as part of Defendant's illegal policies and
26 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize
27 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
28 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

1 19. The same or similar policies and practices that deprive Plaintiff and other aggrieved
2 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
3 take their first and second and third rest breaks. As alleged herein, Defendant understaffs work areas,
4 which creates so much work for Plaintiff and other aggrieved employees that they are frequently unable
5 to take rest breaks. In addition, Defendant did not adequately notify Plaintiff and aggrieved employees
6 of their rights to take rest periods, and systematically denied them the opportunity to take rest periods,
7 including all rest periods required during long shifts, which at times exceeded 12 consecutive hours.

8 20. Defendant also does not provide adequate training regarding its legal obligations with
9 respect to the provision of rest breaks, does not implement a schedule regarding rest breaks for non-
10 exempt employees, and often interrupts staff who try to take rest periods. In short, Defendant essentially
11 has a non-existent rest break policy, as there is no guidance or specification as to when Plaintiff and
12 other aggrieved employees are authorized and permitted to take rest breaks during their shifts.

13 21. Defendant also violated California Labor Code § 226.7, and § 12 of the applicable IWC
14 Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest
15 break, in accordance with the applicable wage order, one additional hour of compensation at the proper
16 regular rate of pay for each workday that a rest break was not provided.

17 **Failure to Pay Overtime Wages**

18 **[Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order]**

19 22. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order,
20 Defendant is required to compensate Plaintiff and other aggrieved employees for all overtime, which
21 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
22 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
23 consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any
24 workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work
25 in any workweek.

26 23. During the statute of limitations period, Defendant failed to compensate Plaintiff and
27 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
28 of the California Labor Code and IWC Wage Order by, among other methods: failing to properly

1 calculate the regular rate of pay for the purposes of calculating overtime pay owed and due; requiring,
2 permitting or suffering Plaintiff and Class members to work off the clock; requiring tow truck drivers
3 to remain on-call between towing assignments; requiring, suffering, or permitting Plaintiff and Class
4 members to work through meal and rest periods but not compensating them for this time, failing to
5 include this time in all hours worked; rounding the time worked by Plaintiff and Class members
6 unfavorably; and other methods to be discovered.

7 24. In a short-sighted attempt to maximize profits, Defendant has understaffed its facility
8 and its drivers and dispatchers are not adequately scheduled. Not only has this practice resulted in
9 widespread missed meal and rest breaks, but it has also caused Plaintiff and aggrieved employees to
10 perform significant amounts of work while off-the-clock. Defendant knows that Plaintiff and aggrieved
11 employees perform this work off-the-clock work because Defendant's owner and operator was aware
12 of them doing this work well before the beginning of the start of their scheduled shifts.

13 25. Plaintiff and aggrieved employees also perform a substantial amount of work off-the-
14 clock as a result of Defendant's unlawful rounding practice. Defendant implements a rounding practice
15 wherein it rounds the time worked by non-exempt employees to the nearest quarter-hour. Defendant
16 pays Plaintiff and aggrieved employees based on rounded time. This rounding practice, in conjunction
17 with Defendant's strict attendance and mandatory meeting policies, results in systematic off-the-clock
18 work and unpaid overtime.

19 26. Plaintiff and aggrieved employees must get to work by no later than the start of their
20 shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work a few
21 minutes late. Likewise, Plaintiff and aggrieved employees are in a rush to complete their mandatory
22 job duties, so they are rarely afforded the benefit of clocking out early at the end of their shifts. This
23 results in the widespread underpayment of time worked, including overtime.

24 27. Defendant has knowingly and willfully refused to perform its obligations to
25 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
26 violation of California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

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1 **Failure to Pay Minimum Wages**

2 **[Labor Code §§ 1194, 1197, and § 4 of the Applicable IWC Wage Order]**

3 28. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
4 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
5 period is unlawful.

6 29. During the statute of limitations period, the hourly rates for Plaintiff and other aggrieved
7 employees were precisely at California minimum wage. Based on this common practice, Defendant
8 failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked by
9 requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock, such
10 as requiring them to work through meal and rest breaks but not compensating them for this time, and
11 failing to include this time in all hours worked, and other methods to be discovered.

12 30. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
13 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff
14 and other aggrieved employees have been damaged in an amount according to proof at trial. Therefore,
15 pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable law,
16 Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed to
17 them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

18 **Failure to Timely Pay Wages During Employment**

19 **[Labor Code § 204]**

20 31. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
21 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the
22 16th and 26th day of the month during which the labor was performed. California Labor Code § 204
23 also provides that for all labor performed between the 16th and 26th days of any calendar month,
24 Defendant is required to pay its non-exempt employees between the 1st and 10th day of the following
25 calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in
26 excess of the normal work period shall be paid no later than the payday of the next regular payroll
27 period.

28 32. During the statute of limitations period, Defendant has knowingly and willfully failed

1 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
2 regular payroll period as required by California Labor Code § 204, including but not limited to, meal
3 and rest break premiums, overtime and minimum wages, and payment for work performed off-the-
4 clock.

5 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

6 **[Labor Code §§ 201, 202 and 203]**

7 33. Pursuant to California Labor Code §§ 201, 202 and 203, Defendant is required to pay
8 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates
9 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
10 discharge are due and payable immediately.

11 34. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay all
12 accrued wages due to an employee no later than 72 hours after the employee quits his or her
13 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
14 which case the employee is entitled to his or her wages at the time of quitting.

15 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
17 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
18 employee at the same rate for up to 30 workdays.

19 36. During the statute of limitations period, Defendant has willfully failed to pay accrued
20 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
21 California Labor Code §§ 201 and 202. On information and belief, Defendant does not have a sufficient
22 policy to provide Plaintiff and other aggrieved employees with their final paychecks within the
23 timeframes required under California law. Further, Defendant failed and continues to fail to properly
24 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages,
25 and compensation for non-compliant meal and rest breaks, Defendant also willfully failed and continue
26 to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved employees in
27 accordance with California Labor Code §§ 201 and 202.

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1 **Failure to Furnish Accurate Itemized Wage Statements**

2 **[Labor Code § 226(a) and § 7 of the Applicable IWC Order]**

3 37. During the statute of limitations period, Defendant has routinely failed to provide
4 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
5 Defendant's pay stubs have violated California Labor Code § 226. Defendant's wage statements are
6 non-compliant with Labor Code §226 since Defendant was and is not providing Plaintiff and other
7 aggrieved employees with proper meal periods and rest breaks and intentionally fails to include in their
8 wage statements one (1) additional hour of compensation at their regular rates of pay for each non-
9 compliant meal period or rest break. Moreover, Defendant required Plaintiff and Class members to
10 work off-the-clock without compensation and illegally rounded the time that they worked, rendering
11 the wage statements inaccurate. Finally, the wage statements do not reflect or incorrectly reflect the
12 sick pay balance and/or the amount of sick pay available to Plaintiff and the other aggrieved employees.

13 38. In order to conceal its wage theft, Defendant knowingly and intentionally failed to
14 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements in
15 accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

16 39. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
17 Defendant to provide timely and accurate itemized wage statements because it prevented them from
18 discovering the scope and extent of Defendant's violations of California wage and hour laws, prevented
19 them from being able to accurately determine the gross wages earned, the total hours worked, all
20 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period and
21 the corresponding number of hours worked at each hourly rate and the balance and available amount
22 of sick leave, including supplemental COVID-19 sick pay.

23 **Failure to Maintain Required Records**

24 **[Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order]**

25 40. During the statute of limitations period, as part of Defendant's illegal payroll policies
26 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
27 Defendant knowingly and intentionally failed to maintain records as required under California Labor
28 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the

1 following records: total daily hours worked by each non-exempt employee; applicable rates of pay; all
2 deductions; meal periods; time records showing when each non-exempt employee begins and ends each
3 workday; and accurate itemized wage statements. Defendant had knowledge that it was not providing
4 its non-exempt employees with proper meal and rest periods, but knowingly failed to include in the
5 wage statements one (1) extra hour of compensation for each missed meal and rest period. Defendant
6 also illegally and inaccurately recorded the time in which Plaintiff and other aggrieved employees
7 worked. Defendant has also failed to maintain accurate, itemized wage statements, as alleged above.

8 **Failure to Pay COVID-19 Supplemental Sick Leave**

9 **[Labor Code §§ 248.1, 248.2 and 248.6]**

10 41. During the Statute of Limitations Period, Plaintiff is informed and believes from January
11 1, 2021, through the present, Defendants employed 26 or more aggrieved employees.

12 42. Defendants failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and
13 compensate Aggrieved Employees at their regular rate of pay for supplemental sick leave, i.e., their
14 highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of
15 California Labor Code § 248.1(b)(3)(A) and §248.6. Defendants also failed to provide COVID-19
16 Supplemental Sick Leave to Aggrieved Employees in addition to regular sick leave, in violation of
17 California Labor Code § 248.1(b)(2)(D). Defendants also failed to accurately reflect any offset and/or
18 the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their
19 wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the
20 reasons provided herein.

21 **Failure to Indemnify Employees for Necessary Expenditures**

22 **[Labor Code § 2802 and All Applicable IWC Wage Orders]**

23 43. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
24 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
25 his or her duties, or of his or her obedience to the directions of the employer.

26 44. During the Statute of Limitations Period, Defendant has failed to reimburse Aggrieved
27 Employees for the usage of their personal cellular phones in addition to personal protective equipment
28 during the COVID-19 pandemic, including face masks and disposable gloves and other supplies.

1 Defendant did not reimburse Plaintiff and other Aggrieved Employees for the costs of the expenditures
2 relating to their cellular phones, face masks and other supplies.

3 **Failure to Maintain Required Records**

4 **[Labor Code § 2810.5]**

5 45. During the statute of limitations period, as part of Defendant's illegal payroll policies
6 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
7 Defendant knowingly and intentionally failed to maintain records as required under California Labor
8 Code §2801.5, which requires a California employer to provide written notice at the time of hiring of
9 certain employment related information, including but not limited to:

10 "(A) The rate or rates of pay and basis thereof, whether paid by the hour, shift,
11 day, week, salary, piece, commission, or otherwise, including any rates for overtime,
as applicable.

12 (B) Allowances, if any, claimed as part of the minimum wage, including meal
13 or lodging allowances.

14 (C) The regular payday designated by the employer in accordance with the
requirements of this code.

15 (D) The name of the employer, including any "doing business as" names used
by the employer.

16 (E) The physical address of the employer's main office or principal place of
17 business, and a mailing address, if different.

18 (F) The telephone number of the employer.

19 (G) The name, address, and telephone number of the employer's workers'
compensation insurance carrier.

20 (H) That an employee: may accrue and use sick leave; has a right to request
21 and use accrued paid sick leave; may not be terminated or retaliated against for using
or requesting the use of accrued paid sick leave; and has the right to file a complaint
22 against an employer who retaliates.

23 (I) Any other information the Labor Commissioner deems material and
necessary."

24 46. Defendant failed to comply with California Labor Code § 2810.5 by failing to provide
25 Plaintiff and the aggrieved employees with the statutorily required notice regarding wage
26 information, rate of pay, overtime rate of pay, and in other ways that have been yet to be discovered.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **[Cal. Lab. Code § 2698 *et seq.*]**

4 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendant)**

5 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 46 above.

7 48. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
8 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved
9 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
10 was employed by Defendant and one or more of the alleged California Labor Code violations was
11 committed against Plaintiff during the statute of limitations period.

12 49. Plaintiff seeks to recover civil penalties through a representative action permitted by
13 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus, class
14 certification is not required.

15 50. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
16 penalties from Defendant in a representative action for the violations set forth above, including but not
17 limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1174,
18 1194 and for the violations of the applicable IWC Wage Order alleged above.

19 51. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
20 against Defendant for violations of California Labor Code provisions for which a civil penalty is
21 specifically provided, including but not limited to, the following:

- 22 a. Pursuant to California Labor Code § 210, for violations of California Labor
23 Code § 204, Defendant is subject to a civil penalty in the amount of one
24 hundred dollars (\$100) for the initial violation for each failure to pay each
25 employee, and two hundred dollars (\$200) per employee for violations in
26 subsequent pay periods.
- 27 b. Pursuant to California Labor Code § 1174.5, for violations of California Labor
28 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars

1 (\$500).

2 52. California Labor Code § 2699(f) provides that for all California Labor Code violations
3 for which a civil penalty is not specifically provided, the following civil penalties are established: one
4 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
5 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

6 53. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
7 Defendant's violations of California Labor Code provisions for which a civil penalty is not specifically
8 provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204, 226.7, 558, 1197,
9 1024.5, and for the violations of the applicable IWC Wage Order alleged above.

10 54. All civil penalties sought and recovered under this action will be allocated as follows:
11 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and
12 aggrieved employees.

13 55. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
14 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
17 for relief against Defendant, as follows:

- 18 1. For civil penalties according to proof;
19 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
20 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
21 attorneys' fees and costs; and
22 3. For such further relief that the Court may deem just and proper.

23 DATED: October 17, 2023

THE LAW OFFICE OF SCOTT ERNEST WHEELER

24
25 By: 

26 Scott E. Wheeler
Justin A. Wheeler

27 *Attorneys for Plaintiff and the other aggrieved*
28 *employees*