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Attorneys for Plaintiff Andrew Ruiz, individually, on behalf of all similarly situated individuals, and on behalf of all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BENITO

ANDREW RUIZ, individually, on behalf of all similarly situated individuals, and on behalf of all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

Plaintiff,

v.

ALPHA TEKNOVA, INC., a Delaware corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: ~~CU~~-24-00146

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. FAILURE TO PAY ALL WAGES DUE (LABOR CODE §§ 226.7, 246, 510, 512, 1194, AND 1194.2)

2. FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE § 226.7; IWC WAGE ORDER 1-2001)

3. FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 1174, 1174.5, AND 1198; IWC WAGE ORDER 1-2001)

4. KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e))

5. FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203 AND 227.3)

6. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

7. PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, AND 1198 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Plaintiff ANDREW RUIZ (“Plaintiff”), on behalf of himself and on behalf of all similarly situated individuals (the “Class” or “Plaintiff” Class”), on behalf of the general public, and under the Labor Code Private Attorneys General Act of 2004, complains of ALPHA TEKNOVA, INC., a Delaware corporation, and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for Defendants within the State of California.

2. Since August 29, 2022 and continuing to the present (the “liability period”), Defendants have had a consistent policy of failing to pay all wages due to Class Members (as defined below); provide legally compliant rest and meal periods or compensation in lieu thereof to Class Members; provide accurately itemized wage statements to Class Members; and timely pay certain Class Members all wage due at the separation of their employment.

3. Plaintiff, on behalf of himself and members of the Class, brings this action pursuant to Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, and 1198 seeking compensation for all unpaid wages, liquidated damages, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of himself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due.

5. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §§ 2698 *et seq.*, seek penalties for Defendants’ various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout the State of California, including San Benito County.

1 **II.**

2 **TOLLING AGREEMENT**

3 7. Plaintiff and Defendants entered into an agreement to toll the statute of limitations,
4 pursuant to California Code of Civil Procedure § 360.5, starting from October 3, 2023 through June
5 20, 2024. As such, all periods of limitation (statutory or otherwise) affecting any and all claims or
6 causes of actions which Plaintiff may have against Defendants has been tolled from October 3, 2023
7 through June 20, 2024.

8 **III.**

9 **PARTIES**

10 **A. Plaintiff**

11 8. Plaintiff ANDREW RUIZ was employed by Defendants in a non-exempt position
12 from 2018 through June 2023 in California.

13 9. During his work with Defendants, Plaintiff was:

- 14 a. Willfully denied the payment of all wages due;
- 15 b. Willfully denied rest and meal periods or compensation in lieu thereof;
- 16 c. Willfully denied accurately itemized wage statements; and
- 17 d. Willfully denied the timely payment of all wages upon separation of his
18 employment.

19 **B. Defendants**

20 10. Defendant ALPHA TEKNOVA, INC. is a Delaware corporation that employed
21 Plaintiff and Class Members throughout the State of California.

22 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
24 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
25 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
26 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
27 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
28 designated hereinafter as DOES when such identities become known.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action 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.

13. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on behalf of himself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

All non-exempt employees who currently work or formerly worked for Defendants in the State of California from August 29, 2022 through the present.

15. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

16. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

17. The potential members of the Class as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

1 18. Accounting for employee turnover during the relevant period necessarily increases this
2 number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of members of the Class. Joinder of members of the Class is not practicable.

4 **B. Commonality**

5 19. There are questions of law and fact common to the Class that predominate over any
6 questions affecting only individual Class Members. These common questions of law and fact include,
7 without limitation:

- 8 a. Whether Defendants fail to pay all wages due to Plaintiff and Class Members,
9 in violation of Labor Code §§ 226.7, 246, 510, 512, 1194, and 1194.2 and IWC
10 Wage Order 1-2001;
- 11 b. Whether Defendants failed to properly provide rest periods or compensation in
12 lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7
13 and IWC Wage Order 1-2001;
- 14 c. Whether Defendants failed to properly provide meal periods or compensation
15 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
16 226.7, 512, 1174, 1174.5, and 1198 and IWC Wage Order 1-2001;
- 17 d. Whether Defendants failed to provide Plaintiff and Class Members with
18 accurately itemized wage statements, in accordance with Labor Code § 226(a)
19 and (e);
- 20 e. Whether Defendants failed to timely pay Plaintiff and Class Members all
21 wages due and owing at the separation of their employment, in violation of
22 Labor Code §§ 201-203 and 227.3; and
- 23 f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
24 to Business & Professions Code § 17200 *et seq.*

25 **C. Typicality**

26 20. The claims of the named Plaintiff are typical of the claims of members of the Class.
27 Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants'
28

common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

21. Plaintiff will fairly and adequately represent and protect the interests of members of the Class. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

22. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of the Class is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

23. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 226.7, 246, 510, 512, 1194, AND 1194.2 AND IWC WAGE ORDER 1-2001)

24. Plaintiff incorporates paragraphs 1 through 23 of this Complaint as though fully set forth herein.

25. Defendants failed to properly compute bonuses, shift differential wages, and/or other non-base hourly wages earned by Plaintiff and Class Members into their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages, double time wages,

1 vacation wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 246,
2 510, 512, and 1194. Defendants paid Plaintiff and other Class Members bonuses, shift differential
3 wages, and/or other non-base hourly wages; however, Defendants failed to properly blend these forms
4 of pay, and instead paid Plaintiff and Class Members meal and rest period premiums, overtime wages,
5 double time wages, vacation wages, and sick pay wages based only on the base hourly rate of pay,
6 thus depriving Plaintiff and other Class Members of all meal and rest period premiums, overtime
7 wages, double time wages, vacation wages, and sick pay wages earned. Additionally, Defendants
8 required Plaintiff and Class Members to perform work-related activities off-the-clock, but did not
9 compensate them for this time. An employer is obligated to pay the wages of an hourly employee for
10 all time that the employee is under the control of the employer, and this includes all the time the
11 employee is suffered or permitted to work, whether or not required to do so. When Plaintiff and Class
12 Members performed work-related activities off-the-clock, they were under the control of Defendants
13 and required to be compensated for all hours worked. Defendants, however, failed to do so. These
14 instances violate Labor Code §§ 226.7, 246, 510, 512, 1194, and 1194.2.

15 26. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,
16 Plaintiff and members of the Class have been deprived of wages in amounts to be determined at trial
17 and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and
18 costs, pursuant to Labor Code § 1194, and liquidated damages, pursuant to Labor Code § 1194.2.

19 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

20 VI.

21 SECOND CAUSE OF ACTION

22 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

23 FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

24 (LABOR CODE § 226.7 AND IWC WAGE ORDER 1-2001)

25 27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set
26 forth herein.

28. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 1-2001.

29. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 1-2001. Plaintiff and Class Members were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Plaintiff and other Class Members were frequently too busy to take a rest period. When they were able to take a rest period, they were oftentimes late, interrupted, or cut short, and they were required to remain on Defendants' premises, thereby resulting in an on-duty rest period. This violates Labor Code § 226.7 and IWC Wage Order No. 1-2001.

30. Pursuant to Labor Code § 226.7 and IWC Wage Order 1-2001, Plaintiff seeks the payment of all rest period compensation that he and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VII.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

**FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512, 1174, 1174.5, AND 1198 AND IWC WAGE ORDER 1-2001)**

31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth herein.

32. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001.

33. Defendants failed to pay proper premium wages to Plaintiff and other Class Members who were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours,

1 but were not paid premium wages of one hour's pay for each missed first or second meal period.
2 When they were able to take a meal period, they were oftentimes late, cut short, or on-duty.
3 Additionally, Defendants altered Plaintiff's and Class Member's timecards to adjust the times that a
4 meal period was taken or the length of a meal period. This violates Labor Code §§ 226.7, 512, 1174,
5 1174.5, and 1198 and IWC Wage Order 1-2001

6 34. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001, Plaintiff
7 seeks the payment of all meal period compensation and unpaid wages that Class Members are owed
8 for four years preceding the filing of this Action, according to proof.

9 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

10 **VIII.**

11 **FOURTH CAUSE OF ACTION**

12 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

13 **EMPLOYEE WAGE STATEMENT PROVISIONS**

14 **(LABOR CODE § 226(a), (e))**

15 35. Plaintiff incorporates paragraphs 1 through 34 of this Complaint as though fully set
16 forth herein.

17 36. Section 226(a) of the California Labor Code requires Defendants to provide wage
18 statements to employees. In those wage statements, Defendants must provide an accurate itemized
19 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
20 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
21 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
23 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
24 her social security number or an employee identification number other than a social security number,
25 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
26 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
27 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
28 226(a).

37. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As Plaintiff and Class Members were not paid all wages due, as stated above, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

39. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurate itemized wage statements, Plaintiff and members of the Class have been injured because they have not been paid all wages due and were issued wage statements which do not reflect, and fail to state, all information required by Labor Code § 226(a). The missing information cannot be discerned at all from the face of the wage statements himself. Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

IX.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT

SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203 AND 227.3)

40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set forth herein.

41. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,

1 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
2 or an action is commenced. The penalty cannot exceed 30 days of wages.

3 42. Defendants paid Plaintiff and Class Members their final wages, including all accrued,
4 but unused vacation wages, beyond the time frames set forth in Labor Code §§ 201 and 202, in
5 violation of Labor Code §§ 203 and 227.3. Plaintiff and Class Members were not paid all wages due
6 and owing throughout the course of their employment, as detailed above. In addition, when Plaintiff
7 was terminated, he was not issued his final wages at the time of his termination. Instead, he was issued
8 his final wages several days later. This violates Labor Code §§ 201-203 and 227.3 and is alleged on
9 behalf of Plaintiff and certain Class Members no longer employed by Defendants.

10 43. More than 30 days have passed since Plaintiff and Class Members have left
11 Defendants' employ.

12 44. As a consequence of Defendants' willful conduct in not paying wages owed timely
13 upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as
14 a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of
15 employment.

16 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

17 **X.**

18 **SIXTH CAUSE OF ACTION**

19 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

20 **UNFAIR COMPETITION PURSUANT TO**

21 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

22 45. Plaintiff incorporates paragraphs 1 through 44 of this Complaint as though fully set
23 forth herein.

24 46. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and
25 on behalf of the general public, and on behalf of others similarly situated, bring this claim pursuant
26 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
27 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
28

1 and Class Members. Plaintiff seek to enforce important rights affecting the public interest within the
2 meaning of Code of Civil Procedure § 1021.5.

3 47 Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
4 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
5 appropriate equitable relief.

6 48. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
7 practices.

8 49. Wage and hour laws express fundamental public policies. Properly providing
9 employees with all wages due is a fundamental public policy of this State and of the United States.
10 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
11 standards, to ensure that employees are not required or permitted to work under substandard and
12 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
13 lower their costs by failing to comply with minimum labor standards.

14 50. Defendants have violated statutes and public policies. Through the conduct alleged
15 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
16 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
17 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
18 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
19 guaranteed to all employees under law.

20 51. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
21 §17200 *et seq.* of the Business & Professions Code.

22 52. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
23 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
24 17200 *et seq.* of the Business & Professions Code.

25 53. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
26 similarly situated have been damaged in a sum as may be proven.

27 54. Unless restrained by this Court, Defendants will continue to engage in the unlawful
28 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court

1 should make such orders or judgments, including the appointment of a receiver, as may be necessary
2 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
3 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
4 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
5 money Defendants have unlawfully failed to pay.

6 **XI.**

7 **SEVENTH CAUSE OF ACTION**

8 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
9 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
10 **CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, AND 1198 AND**
11 **PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3**
12 **AND 558**

13 55. Plaintiff incorporates paragraphs 1 through 54 of this Complaint as though fully set
14 forth herein.

15 56. As a result of the acts alleged above, including the Labor Code violations set forth
16 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

17 57. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
18 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- 19 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
20 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3,
21 246, 510, 512, 1174, 1174.5, 1194, and 1198; and
22 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
23 Code §§ 226.3 and 558.

24 58. Civil penalties recovered will be allocated 75% to the Labor and Workforce
25 Development Agency, and 25% to the affected employees.

26 59. On August 29, 2023, Plaintiff sent a letter, by online submission to the LWDA and by
27 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
28 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor

Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of August 29, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, respectively, in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
5. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
6. An award of prejudgment and post-judgment interest;
7. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
8. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law;
9. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law; and

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1 10. Such other and further relief as this Court may deem just and proper.

2 Dated: June 20, 2024

Respectfully submitted,

3 GAINES & GAINES
4 A Professional Law Corporation

5 By: 
6 DANIEL F. GAINES
7 ALEX P. KATOFISKY
8 Attorneys for Plaintiff

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

11 Dated: June 20, 2024

Respectfully submitted,

12 GAINES & GAINES
13 A Professional Law Corporation

14 By: 
15 DANIEL F. GAINES
16 ALEX P. KATOFISKY
17 Attorneys for Plaintiff