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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
12/07/2023
Clerk of the Court
BY: MARK UDAN
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

CGC-23-610920

CARLOS MARQUEZ, an individual;

Plaintiff,

vs.

LAND AND SEA RESTAURANTS LLC, a
California limited liability company; PARKE
ULRICH, an individual; and DOES 1 through
20, inclusive.

Defendants.

) Case No.:

) **COMPLAINT FOR:**

-) **1. Failure to Timely Pay Earned Wages in**
) **Violation of Cal. Lab. Code § 204;**
) **2. Failure to Pay Overtime Compensation**
) **in Violation of Cal. Lab Code §§ 510,**
) **1194;**
) **3. Failure to Provide Meal Periods in**
) **Violation of Cal. Lab. Code § 226.7;**
) **4. Failure to Provide Rest Periods in**
) **Violation of Cal. Lab. Code § 226.7;**
) **5. Failure to Pay Minimum Wage in**
) **Violation of California Labor Code §§**
) **1194 and 1197;**
) **6. Failure to Provide Accurate Wage**
) **Statements in Violation of Cal. Lab.**
) **Code § 226;**
) **7. Waiting Time Penalties in Violation of**
) **Cal. Labor Code § 203;**
) **8. Unlawful Business Practices in Violation**
) **of Bus. And Prof. Code Section 17200 et**
) **seq.;**

-) 9. **PAGA Civil Penalties for Failure to**
) **Timely Pay Earned Wages in Violation**
) **of Cal. Lab. Code §§ 204, 210, 558, and**
) **2698 et seq.;**
) 10. **PAGA Civil Penalties for Failure to Pay**
) **Overtime Compensation in Violation of**
) **Cal. Lab. Code §§ 510, 1194, 1198, 558**
) **and 2698 et seq.;**
) 11. **PAGA Civil Penalties for Failure to Pay**
) **Provide Meal Periods in Violation of**
) **Cal. Lab. Code §§ 226.7 and 2698 et**
) **seq.;**
) 12. **PAGA Civil Penalties for Failure to**
) **Provide Rest Periods in Violation of Cal.**
) **Lab. Code §§ 226.7 and 2698 et seq.;**
) 13. **PAGA Civil Penalties for Failure to**
) **Provide Minimum Wage in Violation of**
) **Cal. Lab. Code §§ 1194, 1197, and 2698**
) **et seq.;**
) 14. **PAGA Civil Penalties for Failure to**
) **Provide Accurate Wage Statements in**
) **Violation of Cal. Lab. Code §§ 226,**
) **226.3, 558, and 2698 et seq.;**
) 15. **PAGA Civil Penalties for Failure to Pay**
) **all Earned Wages in Violation of Cal.**
) **Lab. Code §§ 201, 202, 203, 256, 558,**
) **and 2698 et seq.;**
) 16. **PAGA Civil Penalties for Failure to**
) **Comply with Cal. Lab. Code §§ 1174**
) **and 2698 et seq.; and**
) 17. **PAGA Civil Penalties for Failure to**
) **Comply with Cal. Lab. Code §§ 1197,**
) **1198, 1199 and 2698 et seq.**
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Plaintiff alleges:

PARTIES

1. Plaintiff, CARLOS MARQUEZ (“Marquez” herein), is, and at all relevant times was, a resident of the State of California, County of Contra Costa.

2. Plaintiff is informed and believes, and based thereon alleges, that Defendant LAND AND SEA RESTAURANTS LLC, doing business as Waterbar (“Waterbar”), is and at all

1 relevant times was, a corporation organized and existing under the laws of the state of California,
2 qualified to do business in the state of California, with its principal place of business located at
3 399 The Embarcadero, San Francisco, CA 94105.

4 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant
5 PARKE ULRICH (“Ulrich”) is and at all relevant times was, a resident of San Francisco County,
6 California. At all relevant times was, Parke Ulrich was the owner, executive chef, and manager
7 of Waterbar who controlled the wage, hours, and working conditions of Plaintiff. Parke Ulrich is
8 responsible for the occurrences herein alleged, and Plaintiff’s damages as herein alleged were
9 directly and proximately caused by Parke Ulrich.

10 4. Plaintiff is ignorant of the true names and capacities of the defendants sued herein
11 as DOES 1 through 20, inclusive, and therefore sues these defendants by such fictitious names.
12 Plaintiff will amend this Complaint to allege the true names and capacities of said defendants
13 when ascertained. Plaintiff is informed and believes, and based thereon allege that each of the
14 fictitiously named defendants is responsible in some manner for the occurrences herein alleged,
15 and that Plaintiff’s damages as herein alleged were proximately caused by said defendants.
16 (Waterbar, Ulrich, and DOES 1 through 20 shall collectively herein be referred to as
17 “Defendants”).

18 5. Unless otherwise alleged in this Complaint, Plaintiff is informed and believes, and
19 based thereon alleges, that each of the Defendants sued herein was, at all relevant times hereto,
20 the employer, owner, principal, franchisee, proxy, agent, employee, supervisor, representative,
21 manager, managing agent, joint employer, and/or alter ego of the remaining Defendants, and was
22 acting, at least in part, within the course and scope of such employment and agency, with express
23 and implied permission, consent, and knowledge. The above Defendants, managing agents, and
24 supervisors aided, abetted, condoned, permitted, willfully ignored, approved, authorized, and/or
25 ratified the unlawful acts described herein, and each and every one of the acts and omissions
26 alleged herein were performed by, and/or are attributable to all Defendants.

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JURISDICTION

6. Plaintiff is informed and believe, and based thereon allege, that at all times herein mentioned, Defendants, and each of them, were doing business in the State of California such that the exercise of jurisdiction by this Court would not be inconsistent with the Constitution of the State of California and/or the United States of America.

7. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure Section 410.10.

8. The total amount in controversy for claims of Plaintiff is more than Twenty-Five Thousand Dollars (\$25,000). In addition, Plaintiff asserts no claims under federal law, with all causes of action named herein being based exclusively under California law.

VENUE

9. Plaintiff is informed and believe, and based thereon allege, that venue is proper in San Francisco County because Defendants, and each of them, have conducted business within the County of San Francisco and a substantial portion of the wrongful acts complained of occurred therein.

GENERAL ALLEGATIONS

10. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of this Complaint.

Defendants:

11. Defendant Waterbar hails itself as San Francisco's foremost seafood restaurant and bar. It presents a daily menu of fresh-caught, sustainably sourced fish and shellfish as well as the most expansive selection of oysters on the West Coast. The restaurant is located on the waterfront of San Francisco's Embarcadero with a panoramic view of the bay bridge and the city skyline. Waterbar is owned and operated by Ulrich, who at all relevant times herein, managed

1 the wages, hours, and working conditions for Plaintiff and similarly aggrieved employees. At all
2 relevant times herein, Waterbar employed 25-75 similarly aggrieved employees.

3 ***Plaintiff Carlos Marquez:***

4 12. Plaintiff was employed by Defendant Waterbar from in or about November
5 2021 to in or about March 2023 ("Employment Period") as a server providing the very services
6 that Waterbar offers to its patrons.

7 13. As a server, Plaintiff's job duties included, but were not limited to, greeting
8 guests, setting/cleaning tables, making order recommendations, taking orders, serving food and
9 beverages, and overall customer service.

10 14. Plaintiff worked anywhere from 30-50 or more hours per week and was paid on
11 an hourly basis plus tips throughout the entirety of his employment. Therefore, at all relevant
12 times herein Plaintiff was a non-exempt employee and did not meet any of the tests for
13 exemption pursuant to the applicable provisions of the California Labor Code and/or Industrial
14 Welfare Division Wage Order 5-2001 which was applicable and controlling during Plaintiff's
15 Employment Period.

16 15. Furthermore, Plaintiff and similarly aggrieved employees were denied full and
17 uninterrupted meal or rest periods. Defendants established a practice of asking, encouraging,
18 and/or requiring its employees to clock out for their mandatory meal periods at the beginning of
19 their shifts, but would then require them to work through these breaks, unpaid and off-the-
20 clock. This was done in Defendant's effort to portray a veil of proper meal breaks provided to
21 its employees.

22 16. Defendants did not provide Plaintiff and similarly aggrieved employees with
23 premium pay in lieu of their missed rest/meal periods.

24 17. Taking rest or meal periods was actively discouraged, and supervisors would
25 frequently interfere with or dissuade Plaintiff and similarly aggrieved employees from taking
26 these legally mandated breaks.

27 18. When employees refused or complained about this practice, they faced
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1 retaliation, including reprimands up to and even including termination of their employment.

2 19. Additionally, the workload imposed on Plaintiff and similarly aggrieved
3 employees were excessive to the extent that it precluded any opportunity for rest or meal
4 periods. Hence why Defendants actively forced Plaintiff and similarly aggrieved employees to
5 clock out for their meal breaks and continue working and/or discouraged the taking of meal and
6 rest breaks.

7 20. Failure to complete assigned tasks invited adverse employment actions,
8 including reprimands or termination, forcing many employees to work off the clock before their
9 shifts or during meal and rest periods to avoid punishment.

10 21. Plaintiff and similarly aggrieved employees sometimes worked in excess of forty
11 (40) hours per week, and more than eight (8) to twelve (12) hours on any given workday,
12 including weekends. Despite working in excess of eight (8) hours per day or forty (40) hours per
13 week, Plaintiff and similarly aggrieved employees were never fully compensated for their time
14 and a half or double pay overtime compensation from Defendants including but not limited to the
15 time when they were forced to work off the clock or through their meal/rest periods.

16 22. Plaintiff and similarly aggrieved employees were not compensated for all hours
17 worked or paid minimum wage for all hours worked including but not limited to the time period
18 in which they were forced to work off the clock or through their rest/meal period.

19 ***Exhaustion of Administrative Remedies:***

20 23. Plaintiff, by virtue of his employment with Defendants, is an “aggrieved
21 employees” within the meaning of California Labor Code § 2699(c), with standing to bring an
22 action under PAGA and has suffered one or more of the Labor Code violations set forth herein.
23 Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former
24 aggrieved employees of Defendants, the civil penalties provided by PAGA.

25 24. Plaintiff seeks to recover the civil penalties through a representative action
26 permitted by PAGA, therefore class certification of the PAGA claims is not required.
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25. Plaintiff is informed and believes, and based thereon alleges that Defendants have violated, and continue to violate, provisions of the California Labor Code and applicable Wage Orders.

26. Plaintiff has exhausted his administrative remedies by timely filing PAGA administrative charges in strict accordance with the PAGA statute, and for the purposes of exhausting his administrative remedies, on or about August 10, 2023. More than sixty-five days elapsed, and neither the LWDA nor Defendants responded to the exhaustion. As such, Plaintiff may file his PAGA claims as asserted in this complaint.

FIRST CAUSE OF ACTION

(Failure to Timely Pay Earned Wages in Violation of California Labor Code §§ 204, 210
by Plaintiff against Defendants and DOES 1-20)

27. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of this Complaint.

28. California Labor Code § 204 provides, in pertinent part:

“All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ... Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

29. California Labor Code § 210 provides, in pertinent part:

“In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay

1 each employee. (b) For each subsequent violation, or any willful or intentional violation,
2 two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
3 amount unlawfully withheld.”

4 30. As set forth herein, there were multiple instances throughout the Employment
5 Period where Plaintiff worked more than eight (8) hours in a day, or more than forty (40) hours
6 in a week. Often times, this occurred as a result of Plaintiff being required to perform work off-
7 the-clock to complete his job duties per Defendants’ orders, and/or when he was required to
8 perform work after clocking out for his meal breaks. Plaintiff did not receive any pay when he
9 was forced to perform off-the-clock work. Defendants further failed to pay Plaintiff an additional
10 hour of pay for each day he did not receive a rest period, did not receive a meal period, or did not
11 receive his meal period until after the fifth hour of work.

12 31. As a result, at all relevant times herein, Defendants willfully failed to pay Plaintiff
13 for all wages earned on the regular payday for each pay period in which these amounts first
14 became due and payable, as required by Labor Code § 204.

15 32. Pursuant to Labor Code § 218, Plaintiff is entitled to, and hereby requests, the
16 unpaid balance of the full amounts of wages earned and currently owed.

17 33. Pursuant to Labor Code §§ 218.6, Plaintiff requests prejudgment interest at the
18 legal rate of ten percent (10.00%) per annum on all unpaid wages from the date such wages were
19 due.

20 34. Pursuant to Labor Code § 210, Plaintiff is entitled to, and hereby requests,
21 penalties of \$100.00 for the initial violation, and \$200.00 for each subsequent violation, plus
22 twenty-five percent (25%) of the amount unlawfully withheld.

23 35. Plaintiff has incurred and will continue to incur expenses for attorney’s fees and
24 costs in prosecuting this action. Pursuant to Labor Code § 218.5, Plaintiff requests an award of
25 reasonable attorney’s fees and costs.

26 36. Pursuant to Labor Code § 558.1, Ulrich is personally liable to Plaintiff for the
27 damages set forth in this cause of action since, at all relevant times herein, Ulrich acted on behalf
28 of Land & Sea as an owner, director, officer or managing agent of Land & Sea, who violated, or

1 caused to be violated, and provision regulating minimum wages or hours and days of work in
2 any order of the Industrial Wage Commission, and/or §§ 203, 226, 226.7 or 1194 of the
3 California Labor Code.

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5 **SECOND CAUSE OF ACTION**

6 (Failure to Pay Overtime Compensation in Violation of Labor Code § 510
7 by Plaintiff against Defendants and DOES 1-20)

8 37. Plaintiff alleges and incorporates herein by this reference each and every
9 allegation set forth in all previous paragraphs of this Complaint.

10 38. IWC Wage Order No. 5-2001, which regulates the wages, hours, and working
11 conditions of the public housekeeping industry including restaurants was applicable and
12 controlled Plaintiff's employment with Defendants.

13 39. At all relevant times herein, Plaintiff was a non-exempt employee and was paid
14 on an hourly basis. Plaintiff was not primarily engaged in duties that meet any of the tests for
15 exemption.

16 40. California Labor Code § 510 requires employees be compensated for overtime for
17 those hours worked in excess of eight (8) hours in a workday and more than forty (40) hours in a
18 workweek. The employee must be compensated at one and one-half times the employee's regular
19 rate of pay for hours worked (a) in excess of eight (8) hours up to and including twelve (12)
20 hours in a workday; and (b) for the first eight (8) hours worked on the seventh consecutive day.
21 The employee must be compensated at two times the employee's regular rate of pay for hours
22 worked (a) in excess of twelve (12) hours in any workday; and (b) for all hours worked in excess
23 of eight (8) hours on the seventh day of work.

24 41. Plaintiff worked more than eight (8) hours in a workday and/or more than forty
25 (40) hours in a workweek during the Employment Period.

26 42. Defendants failed to fully compensate Plaintiff for overtime hours worked with
27 premium overtime pay as required under the aforementioned labor regulations. Pay which
28 remains outstanding as of the date of this Complaint.

1 43. Labor Code § 1194(a) states “Notwithstanding any agreement to work for a lesser
2 wage, any employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to an employee is entitled to recover in a civil action the unpaid balance
4 of the full amount of this minimum wage or overtime compensation, including interest thereon,
5 reasonable attorney’s fees and costs of suit.”

6 44. Under the aforementioned wage order, statutes and regulations, Plaintiff is
7 entitled to and thereby requests one and one-half times and/or double his regular rate of pay for
8 overtime work performed during the Employment Period, in an amount to be determined at trial.

9 45. Pursuant to Labor Code §§ 218.6 and 1194(a), Plaintiff requests prejudgment
10 interest at the legal rate of ten percent (10.00%) per annum on all unpaid wages from the date
11 such wages were due.

12 46. Plaintiff has incurred and will continue to incur expenses for attorney’s fees and
13 costs in prosecuting this action. Pursuant to Labor Code §§ 218.5 and 1194(a), Plaintiff requests
14 an award of reasonable attorney’s fees and costs.

15 47. Pursuant to Labor Code § 558.1, Ulrich is personally liable to Plaintiff for the
16 damages set forth in this cause of action since, at all relevant times herein, Ulrich acted on behalf
17 of Land & Sea as an owner, director, officer or managing agent of Land & Sea, who violated, or
18 caused to be violated, and provision regulating minimum wages or hours and days of work in
19 any order of the Industrial Wage Commission, and/or §§ 203, 226, 226.7 or 1194 of the
20 California Labor Code.

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22 **THIRD CAUSE OF ACTION**

23 (Failure to Provide Compensation to Employee Not Provided with Meal Periods in Violation of
24 California Labor Code §§ 226.7 and 512 by Plaintiff against Defendants and DOES 1-20)

25 48. Plaintiff alleges and incorporates herein by this reference each and every
26 allegation set forth in all previous paragraphs of this Complaint.

27 49. Defendants failed to provide Plaintiff with thirty (30) minute “duty free” meal
28 periods as required by Labor Code §§ 226.7, 512 and Section 11 of IWC Wage Order No. 5-
2001.

1 50. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
2 period of more than five (5) hours without providing a meal period of not less than thirty (30)
3 minutes in which the employee is relieved of all of his or her duties. An employer may not
4 employ an employee for a work period of more than ten (10) hours per day without providing the
5 employee a second meal period of not less than thirty (30) minutes, except that if the total hours
6 worked is no more than twelve (12) hours in a day, the second meal period may be waived by
7 mutual consent of the employer and the employee only if the first period was not waived.

8 51. Pursuant to Section 11 of IWC Wage Order No. 5-2001, in order for an “on duty”
9 meal period to be permissible, the nature of the work done by Plaintiff must have prevented them
10 from being relieved of all duties relating to their work for such employers and Plaintiff must
11 consent in writing to the “on duty” meal period.

12 52. As alleged herein above, in spite of the requirements set forth by the Labor Code
13 and the applicable Wage Order, Plaintiff was not provided with an off-the-clock meal period of
14 not less than thirty (30) minutes beginning within the first five (5) hours of work. Although
15 Plaintiff would clock out for a meal break at the beginning of his shift, Defendants required
16 Plaintiff to continue working through his meal break nonetheless, thereby depriving Plaintiff of a
17 complete thirty (30) minute duty-free meal period.

18 53. Plaintiff did not consent in writing to an “on duty meal period”. Furthermore, the
19 nature of the work that Plaintiff did was not such that he was prevented from being relieved of all
20 duties. Despite said requirements of IWC Wage Order No. 5-2001 and Labor Code sections 512
21 and 226.7, Plaintiff was not provided with meal periods and was not relieved of all duties during
22 his workdays during the Employment Period. Neither did Plaintiff receive any premium
23 compensation in lieu of receiving required meal periods.

24 54. There is no applicable exemption that would permit Defendants to fail or refuse to
25 provide Plaintiff with the required meal periods.

26 55. Under the aforementioned Wage Order, statutes and regulations, Plaintiff is
27 entitled to, and thereby requests one hour of pay at his regular rate of pay for each workday that a
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1 meal period was not provided consistent with applicable law, in an amount to be determined at
2 trial.

3 56. Pursuant to Labor Code § 218.6, Plaintiff requests prejudgment interest at the
4 legal rate of ten percent (10.00%) per annum on all unpaid wages from the date such wages were
5 due.

6 57. Plaintiff has incurred and will continue to incur expenses for attorney's fees and
7 costs in prosecuting this action. Pursuant to Labor Code § 218.5, Plaintiff requests an award of
8 reasonable attorney's fees and costs.

9 58. Pursuant to Labor Code § 558.1, Ulrich is personally liable to Plaintiff for the
10 damages set forth in this cause of action since, at all relevant times herein, Ulrich acted on behalf
11 of Land & Sea as an owner, director, officer or managing agent of Land & Sea, who violated, or
12 caused to be violated, and provision regulating minimum wages or hours and days of work in
13 any order of the Industrial Wage Commission, and/or §§ 203, 226, 226.7 or 1194 of the
14 California Labor Code.

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16 **FOURTH CAUSE OF ACTION**

17 (Failure to Provide Compensation to Employee Not Provided with Rest Periods in Violation of
18 California Labor Code § 226.7 by Plaintiff against Defendants and DOES 1-20)

19 59. Plaintiff alleges and incorporates herein by this reference each and every
20 allegation set forth in all previous paragraphs of this Complaint.

21 60. Section 12 of IWC Wage Order No. 5-2001, provides, in pertinent part: "(A)
22 Every employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period. The authorized rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof. However, a rest period need not be authorized for employees
26 whose total daily work time is less than three and one-half (3½) hours. Authorized rest period
27 time shall be counted as hours worked for which there shall be no deduction from wages. (B) If
28 an employer fails to provide an employee a rest period in accordance with the applicable

provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

61. At all relevant times hereto, Defendants failed to comply with Section 12 of Order 5-2001, by failing to authorize and permit Plaintiff to take required rest periods.

62. Defendants further violated these IWC wage orders and violated Labor Code § 226.7 by failing to pay Plaintiff, who was not authorized or permitted to take rest breaks as required under these orders, an additional one hour of compensation at Plaintiff's regular rate of pay for each day Plaintiff was not authorized or permitted to take a required rest period.

63. Under the aforementioned Wage Order, statutes and regulations, Plaintiff is entitled to, and thereby requests one hour of pay at his regular rate of pay for each workday that a rest period was not provided consistent with applicable law, in an amount to be determined at trial.

64. Pursuant to Labor Code § 218.6, Plaintiff requests prejudgment interest at the legal rate of ten percent (10.00%) per annum on all unpaid wages from the date such wages were due.

65. Plaintiff has incurred and will continue to incur expenses for attorney's fees and costs in prosecuting this action. Pursuant to Labor Code § 218.5, Plaintiff requests an award of reasonable attorney's fees and costs.

66. Pursuant to Labor Code § 558.1, Ulrich is personally liable to Plaintiff for the damages set forth in this cause of action since, at all relevant times herein, Ulrich acted on behalf of Land & Sea as an owner, director, officer or managing agent of Land & Sea, who violated, or caused to be violated, and provision regulating minimum wages or hours and days of work in any order of the Industrial Wage Commission, and/or §§ 203, 226, 226.7 or 1194 of the California Labor Code.

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1 **FIFTH CAUSE OF ACTION**

2 (Failure to Pay Minimum Wage in Violation of California Labor Code §§ 1197, 1194 by
3 Plaintiff against Defendants and DOES 1-20)

4 67. Plaintiff alleges and incorporates herein by this reference each and every
5 allegation set forth in all previous paragraphs of this Complaint.

6 68. California Labor Code § 1197 provides, in pertinent part: “The minimum wage
7 for employees fixed by the commission or by any state or local law, is the minimum wage to be
8 paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

9 69. The applicable minimum wage fixed by the state of California for employers with
10 more than 25 employees \$14.00 as of January 1, 2021, \$15.00 as of January 1, 2022, and \$15.50
11 as of January 1, 2023. (See California Minimum Wage Order MW-2023).

12 70. At all relevant times herein, Defendants willfully failed to pay Plaintiff minimum
13 wage as required by California Labor Code § 1197. As alleged herein, Defendants did not
14 compensate Plaintiff for time worked off the clock, and/or for work performed when he was
15 clocked out on his meal periods, and therefore failed to pay minimum wage for all the time that
16 Plaintiff has worked.

17 71. Labor Code section 1194, subdivision (a) states:

18 ...any employee receiving less than the legal minimum wage or the
19 legal overtime compensation applicable to an employee is entitled
20 to recover in a civil action the unpaid balance of the full amount of
21 this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney’s fees, and costs of suit.

23 72. Labor Code section 1194.2, subdivision (a) states

24 ...to recover wages because of the payment of a wage less than the
25 minimum wage fixed by an order of the commission or by statute,
26 an employee shall be entitled to recover liquidated damages in an
27 amount equal to the wages unlawfully unpaid and interest thereon.

28 73. Labor Code section 1197.1, subdivision (a) states

Any employer or other person acting either individually or as an
officer, agent, or employee of another person, who pays or causes
to be paid to any employee a wage less than the minimum fixed by
an applicable state or local law, or by an order of the commission,
shall be subject to a civil penalty, restitution of wages, liquidated

damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

74. Under the aforementioned Wage Order, statutes and regulations, Plaintiff is entitled to and thereby requests the unpaid balance of the full amount of minimum wages owed for all work performed during the relevant time period, liquidated damages, applicable penalties, and restitution of wages, all in an amount to be determined at trial.

75. Pursuant to Labor Code sections 218.6 and 1194, subdivision (a), Plaintiff requests prejudgment interest at the legal rate of ten percent (10.00%) per annum on all unpaid wages from the date such wages were due.

76. Plaintiff has incurred and will continue to incur expenses for attorney's fees and costs in prosecuting this action. Pursuant to Labor Code sections 218.5 and 1194, subdivision (a), Plaintiff requests an award of reasonable attorney's fees and costs.

77. Pursuant to Labor Code § 558.1, Ulrich is personally liable to Plaintiff for the damages set forth in this cause of action since, at all relevant times herein, Ulrich acted on behalf of Land & Sea as an owner, director, officer or managing agent of Land & Sea, who violated, or caused to be violated, and provision regulating minimum wages or hours and days of work in any order of the Industrial Wage Commission, and/or §§ 203, 226, 226.7 or 1194 of the California Labor Code.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements in Violation of California Labor Code § 226 by Plaintiff against Defendants and DOES 1-20)

78. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of this Complaint.

79. During the entirety of the Employment Period, and in violation of Labor Code § 226(a), Defendants failed to provide Plaintiff with accurate itemized written statements showing each of the following: gross wages earned, total hours worked by the employee, all deductions, net wages earned, inclusive dates of the period for which the employee is paid, last four digits of the social security number or employee identification number, address of the legal entity that is

1 the employer, and all applicable rates of pay. These itemized wage statements are required to be
2 kept on file by the employer for at least three years at the place of employment.

3 80. As a result of Defendant's willful failure to provide Plaintiff with accurate wage
4 statements as required by Labor Code § 226(a), Plaintiff was deprived of documentation helpful
5 for verifying and calculating the amount of wages owed. Thus, Plaintiff has been damaged
6 because he will be required to expend more time and expense in proving his claim for unpaid
7 wages, unpaid overtime compensation, and calculating the premium payments owed for meal and
8 rest period violations.

9 81. Pursuant to Labor Code § 226(e), Plaintiff is entitled to, and request penalties of
10 \$50.00 for the initial violation and \$100.00 for each subsequent violation, not exceeding an
11 aggregate penalty of \$4,000.00.

12 82. Pursuant to Labor Code § 558.1, Ulrich is personally liable to Plaintiff for the
13 damages set forth in this cause of action since, at all relevant times herein, Ulrich acted on behalf
14 of Land & Sea as an owner, director, officer or managing agent of Land & Sea, who violated, or
15 caused to be violated, and provision regulating minimum wages or hours and days of work in
16 any order of the Industrial Wage Commission, and/or §§ 203, 226, 226.7 or 1194 of the
17 California Labor Code.

18 **SEVENTH CAUSE OF ACTION**

19 (Waiting Time Penalties in Violation of California Labor Code § 203
20 by Plaintiff Against Defendants and DOES 1-20)

21 83. Plaintiff alleges and incorporates herein by this reference each and every
22 allegation set forth in all previous paragraphs of this Complaint.

23 84. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew California law required that Plaintiff be paid wages for all hours worked at his hourly rate
25 of pay, that Plaintiff be paid an overtime premium for all overtime hours worked, and that
26 Plaintiff be paid an additional hour of pay for each day that a meal period or rest period was not
27 provided. Despite having the financial ability to pay, Defendants intentionally refused to pay
28 Plaintiff his lawfully earned compensation.

1 85. Defendants willfully failed to pay Plaintiff all wages due, without abatement or
2 reduction, upon Plaintiff's termination date as required by Labor Code § 201. Labor Code § 203
3 states that an employee's wage shall continue as a penalty at the same rate until paid or for a
4 period of up to thirty days from the time they were due, whichever period is shorter. Pursuant to
5 Labor Code § 203, Plaintiff is entitled to, and requests waiting time penalties according to proof
6 at time of trial but believed to be in excess of the jurisdiction of this Court.

7 86. Each of the Defendants willfully failed and refused and continue to willfully fail
8 and refuse to pay earned wages to Plaintiff, with reference to the end of Plaintiff's employment
9 period. These wages include unpaid wages for hours worked, unpaid minimum wage, overtime
10 premium for all overtime hours worked and unpaid, and unpaid wages for missed meal and rest
11 periods. These statutory penalties, in a sum to be proven at trial, are owed and unpaid. Plaintiff
12 further seeks an award of reasonable attorney's fees and costs, consistent with California Labor
13 Code § 218.5.

14 87. Pursuant to Labor Code § 558.1, Ulrich is personally liable to Plaintiff for the
15 damages set forth in this cause of action since, at all relevant times herein, Ulrich acted on behalf
16 of Land & Sea as an owner, director, officer or managing agent of Land & Sea, who violated, or
17 caused to be violated, and provision regulating minimum wages or hours and days of work in
18 any order of the Industrial Wage Commission, and/or §§ 203, 226, 226.7 or 1194 of the
19 California Labor Code.

20
21 **EIGHTH CAUSE OF ACTION**

22 (Unfair Business Practices in Violation of Bus. and Prof. Code § 17200 *et seq.* by Plaintiff
23 Against Waterbar and DOES 1-20)

24 88. Plaintiff alleges and incorporates herein by this reference each and every
25 allegation set forth in all previous paragraphs of this Complaint.

26 89. Defendants' acts constitute a continuing and ongoing unlawful, unfair, and
27 fraudulent activity prohibited by the Unfair Competition Law ("UCL") and justify the issuance
28 of an injunction, restitution, and other equitable relief pursuant to Bus. and Prof. Code § 17203.

1 90. Labor Code § 90.5(a) states that it is the public policy of California to vigorously
2 enforce minimum labor standards to ensure employees are not required to work under
3 substandard and unlawful conditions, and to protect employers who comply with the law from
4 those who attempt to gain competitive advantage at the expense of their workers by failing to
5 comply with minimum labor standards.

6 91. Labor Code § 1198 renders unlawful any violation or any Labor Code or Wage
7 Order Provisions. As set forth herein, Defendants violated a number of Labor Code sections and
8 various provisions of IWC Wage Order 5-2001.

9 92. By violating the aforementioned statutes and regulations, including California
10 Labor Code §§ 202, 203, 204, 210, 226, 226.7, 510, 512 and 1194, 1197 and sections of IWC
11 Wage Order 5-2001, as alleged above, the acts of Defendants constitute unfair and unlawful
12 business practice pursuant to Labor Code § 1198, and within the meaning of California Business
13 and Professions Code § 17200 *et seq.*, including, but not limited to, (i) the failure to pay earned
14 wages, (ii) failure to pay earned overtime wages, (iii) failure to timely pay all earned wages upon
15 resignation, (iv) failure to provide meal periods, or premium compensation in lieu thereof, (v)
16 failure to provide rest periods, or premium compensation in lieu thereof, (vi) failure to pay
17 minimum wage, and (vii) failure to issue accurate wage statements.

18 93. Defendants' violations of sections of the California Labor Code and as alleged
19 above constitute an unfair business practice because these were done repeatedly over a
20 significant period of time and in a systematic manner to the detriment of Plaintiff. All of the
21 foregoing harmed Plaintiff and continues to harm Plaintiff.

22 94. Defendants' course of conduct, act, and practice in violation of the California
23 laws mentioned herein above constitutes separate and independent unfair business practices and
24 violations of California Business and Professions Code § 17200 *et seq.*

25 95. Pursuant to Business and Professions Code § 17200, *et seq.*, Plaintiff seeks
26 restitution of all unlawfully withheld earned wages, and equitable relief in the form of disgorged
27 profits from Defendant's unlawful acts, for a period beginning from four (4) years prior to the
28 filing of this action until judgment, all in an amount according to proof at time of trial.

1
2 **NINTH CAUSE OF ACTION**

3 (PAGA Civil Penalties for Violation of Labor Code §§ 204, 210, 558, and 2698 et seq.
4 by Plaintiff Against Waterbar and DOES 1-20)

5 96. Plaintiff alleges and incorporates herein each and every allegation set forth in all
6 previous paragraphs of this Complaint.

7 97. During the period preceding the filing of the initial complaint in this action,
8 Defendants violated Labor Code §§ 204, 210, 558, and all applicable Wage Orders. These
9 violations subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2) or the
10 default penalties as set forth in Labor Code § 2698 et seq.

11 98. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA
12 statute, complying with all exhaustion procedures.

13 99. Specifically, Defendants have failed to pay all wages earned on a bi-weekly basis.
14 Defendants failed to pay all wages and all overtime wages due and owing for all hours worked as
15 required by California law, failed to pay minimum wage, failing to pay all overtime pay, failing
16 to provide reporting time pay, and failed to pay an additional hour of compensation for each day
17 a rest period or meal period was not provided, on a timely basis as strictly required under Labor
18 Code § 204, making Defendants liable for civil penalties under Labor Code §§ 204, 210, and
19 2699.

20 100. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee,
21 on behalf of himself/herself and other current or former employees, to bring a civil action to
22 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
23 §§ 2699.3 and 2699.5.

24 101. Plaintiff has complied with the procedures for bringing suit specified in Labor
25 Code §§ 2699.3 and 2699.5.

26 102. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
27 attorney's fees and costs in connection with his claim and that of other aggrieved employees for
28 civil penalties.

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TENTH CAUSE OF ACTION

(PAGA Civil Penalties for Violation of Labor Code §§ 510, 1194, 1198, 558 and 2698 et seq.
by Plaintiff Against Waterbar and DOES 1-20)

103. Plaintiff alleges and incorporates herein each and every allegation set forth in all
previous paragraphs of this Complaint.

104. During the period preceding the filing of the initial complaint in this action,
Defendants violated Labor Code §§ 510, 1194, 1198, 558 and all applicable Wage Orders. These
violations subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2) or the
default penalties as set forth in Labor Code § 2698 et seq.

105. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA
statute, complying with all exhaustion procedures.

106. Specifically, Defendants have failed to pay all overtime wages due and owing for
hours worked in excess of eight (8) hours in a workday and/or more than forty (40) hours in a
workweek as required by the enumerated labor code sections. Plaintiff and similarly aggrieved
employees sometimes worked more than eight (8) hours in a workday and/or more than forty
(40) hours in a workweek without receiving any additional compensation, let alone overtime pay.

107. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee,
on behalf of himself/herself and other current or former employees, to bring a civil action to
recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
§§ 2699.3 and 2699.5.

108. Plaintiff has complied with the procedures for bringing suit specified in Labor
Code §§ 2699.3 and 2699.5.

109. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
attorney's fees and costs in connection with his claim and that of other aggrieved employees for
civil penalties.

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ELEVENTH CAUSE OF ACTION

(PAGA Civil Penalties for Failure to Provide Meal Periods
by Plaintiff Against Waterbar and DOES 1-20)

110. Plaintiff alleges and incorporates herein each and every allegation set forth in all previous paragraphs of this Complaint.

111. During the period preceding the filing of the initial complaint in this action, Defendants violated Labor Code §§ 226.7, 512, 558 and all applicable Wage Orders. These violations subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2) or the default penalties as set forth in Labor Code § 2698 et seq.

112. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA statute, complying with all exhaustion procedures.

113. Specifically, Defendants have failed to provide all required meal breaks, and/or to provide one additional hour of pay at the employee's regular rate of pay in lieu of any missed meal breaks in accordance with California law. Defendants discouraged its employees from taking meal breaks, required employees to clock out but required them to work through their meal periods, and/or punished those who took meal breaks. Defendants further failed to maintain a company meal period policy and/or practice compliant with California law. This in turn caused violations of Labor Code §§ 226.7, 512, and Wage Order 5-2001, § 11.

114. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself/herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code §§ 2699.3 and 2699.5.

115. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §§ 2699.3 and 2699.5.

116. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with his claim and that of other aggrieved employees for civil penalties.

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TWELFTH CAUSE OF ACTION

(PAGA Civil Penalties for Failure to Provide Rest Periods
by Plaintiff Against Waterbar and DOES 1-20)

117. Plaintiff alleges and incorporates herein each and every allegation set forth in all previous paragraphs of this Complaint.

118. During the period preceding the filing of the initial complaint in this action, Defendants violated Labor Code §§ 226.7, 558 and all applicable Wage Orders. These violations subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2) or the default penalties as set forth in Labor Code § 2698 et seq.

119. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA statute, complying with all exhaustion procedures.

120. Specifically, Defendants have failed to provide all required rest breaks, and/or to provide one additional hour of pay at the employee's regular rate of pay in lieu of any missed rest breaks in accordance with California law. Defendants discouraged taking of rest breaks, required employees to work through rest periods and/or punished those who took rest breaks. Defendants further failed to maintain a company rest period policy and/or practice compliant with California law. This in turn caused violations of Labor Code §§ 226.7 and Wage Order 5-2001, § 12.

121. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself/herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code §§ 2699.3 and 2699.5.

122. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §§ 2699.3 and 2699.5.

123. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with his claim and that of other aggrieved employees for civil penalties.

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124. Plaintiff incorporates by reference each and every allegation set forth in all previous paragraphs of this Complaint.

126. Plaintiff has exhausted his administrative remedies as required by the PAGA statute, in compliance with all applicable procedures.

128. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself/herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code §§ 2699.3 and 2699.5.

130. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with his claim and that of other aggrieved employees for civil penalties.

(PAGA Civil Penalties for Violation of Labor Code §§ 226, 226.3, 558, and 2698 et seq.
by Plaintiff Against Waterbar and DOES 1-20)

131. Plaintiff alleges and incorporates herein each and every allegation set forth in all previous paragraphs of this Complaint.

1 132. During the period preceding the filing of the initial complaint in this action,
2 Defendants violated Labor Code §§ 226, 226.3, 558, and all applicable Wage Orders. These
3 violations subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2) or the
4 default penalties as set forth in Labor Code § 2698 et seq.

5 133. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA
6 statute, complying with all exhaustion procedures.

7 134. Specifically, Defendants have failed to provide Plaintiff and all aggrieved
8 employees with itemized wage statements which provided complete and accurate information as
9 per Labor Code § 226(a) as a result of Defendants' failure to pay all daily regular and overtime
10 pay, and due to Defendant's failure to pay an additional hour of compensation for each day a
11 meal and rest period was not provided. Because of Defendant's willful and intentional failure to
12 pay all earned wages, in turn, Defendant failed to provide the required categories of information
13 as strictly required by Labor Code §§ 226 and 226.3.

14 135. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee,
15 on behalf of himself/herself and other current or former employees, to bring a civil action to
16 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
17 §§ 2699.3 and 2699.5.

18 136. Plaintiff has complied with the procedures for bringing suit specified in Labor
19 Code §§ 2699.3 and 2699.5.

20 137. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
21 attorney's fees and costs in connection with his claim and that of other aggrieved employees for
22 civil penalties.

23
24 **FIFTEENTH CAUSE OF ACTION**

25 (PAGA Civil Penalties for Violation of Labor Code §§ 201, 202, 203, 256, 558 and 2698 et seq.
26 by Plaintiff Against Waterbar and DOES 1-20)

27 138. Plaintiff alleges and incorporates herein each and every allegation set forth in all
28 previous paragraphs of this Complaint.

1 139. During the period preceding the filing of the initial complaint in this action,
2 Defendants violated Labor Code §§ 201, 202, 203, 256, 558, and all applicable Wage Orders.
3 These violations subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2)
4 or the default penalties as set forth in Labor Code § 2698 et seq.

5 140. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA
6 statute, complying with all exhaustion procedures.

7 141. Specifically, Defendants have committed the following violations of California
8 Labor Code: At all times relevant to this Complaint, California Labor Code §§ 201 and 202
9 required that an employer promptly pay all wages due to employees at the time of separation of
10 their employment. Labor Code § 201 requires “[i]mmediate payment of wages due upon
11 discharge or layoff.” Labor Code § 202 requires that an employee who quits his or her
12 employment is paid all wages due “not later than 72 hours thereafter, unless the employee has
13 given 72 hours previous notice of his or her intention to quit, in which case the employee is
14 entitled to his or her wages at the time of quitting.”

15 142. At all times relevant to this Complaint, California Labor Code § 203 provided
16 that, for the willful violation of Labor Code §§ 201 and/or 202, “the wages of the employee shall
17 continue as a penalty from the due date thereof at the same rate until paid or until an action
18 therefor is commenced; but the wages shall not continue for more than 30 days.” This is also
19 provided as an additional penalty under Labor Code § 256.

20 143. Defendants willfully failed to pay all wages due to Plaintiff and other aggrieved
21 employees upon termination and/or separation with Defendants, and therefore, Defendants are
22 liable for civil penalties as a result thereof.

23 144. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee,
24 on behalf of himself/herself and other current or former employees, to bring a civil action to
25 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
26 §§ 2699.3 and 2699.5.

27 145. Plaintiff has complied with the procedures for bringing suit specified in Labor
28 Code §§ 2699.3 and 2699.5.

1 146. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
2 attorney's fees and costs in connection with his claim and that of other aggrieved employees for
3 civil penalties.

4
5 **SIXTEENTH CAUSE OF ACTION**

6 (PAGA Civil Penalties for Violation of Labor Code §§ 1174 and 2698 et seq.
7 by Plaintiff Against Waterbar and DOES 1-20)

8 147. Plaintiff alleges and incorporates herein each and every allegation set forth in all
9 previous paragraphs of this Complaint.

10 148. During the period preceding the filing of the initial complaint in this action,
11 Defendants violated Labor Code § 1174 and all applicable Wage Orders. These violations
12 subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2) the penalties as
13 set forth in Labor Code § 1174.5, (3) or the default penalties as set forth in Labor Code § 2698 et
14 seq.

15 149. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA
16 statute, complying with all exhaustion procedures.

17 150. Labor Code § 1174 requires employers to keep “accurate and complete” payroll
18 records showing, among other things, the hours worked daily by all non-exempt employees.
19 Section 7 of IWC Wage Order 5-2001 similarly requires employers to keep time records showing
20 when the employees begin and end each work period and reflecting the time during which a meal
21 and/or rest period was provided each day.

22 151. Defendants violated this Labor Code section because they wholly failed to
23 maintain accurate and complete payroll records. More specifically, Defendants did not provide
24 and/or record Plaintiff and aggrieved employees’ actual daily and weekly earned wages,
25 including, but not limited to, hours worked, overtime hours and wages, and meal and rest period
26 premiums due and owing. In addition, Defendants failed to keep accurate daily records of
27 Plaintiff and other aggrieved employees’ earnings for the bi-weekly pay period.

28 152. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee,
on behalf of himself/herself and other current or former employees, to bring a civil action to

1 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
2 §§ 2699.3 and 2699.5.

3 153. Plaintiff has complied with the procedures for bringing suit specified in Labor
4 Code §§ 2699.3 and 2699.5.

5 154. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
6 attorney's fees and costs in connection with his claim and that of other aggrieved employees for
7 civil penalties.

8
9 **SEVENTEENTH CAUSE OF ACTION**

10 (PAGA Civil Penalties for Violation of Labor Code §§ 1197, 1198, 1199 and 2698 et seq.
by Plaintiff Against Waterbar and DOES 1-20)

11 155. Plaintiff alleges and incorporates herein each and every allegation set forth in all
12 previous paragraphs of this Complaint.

13 156. During the period preceding the filing of the initial complaint in this action,
14 Defendants violated Labor Code §§ 1197, 1198, 1199 and all applicable Wage Orders. These
15 violations subject Defendants to civil penalties as set forth in (1) the foregoing statutes, (2) the
16 penalties as set forth in Labor Code § 1197.1, (3) or the default penalties as set forth in Labor
17 Code § 2698 et seq.

18 157. Plaintiff exhausted his LWDA administrative remedies as required by the PAGA
19 statute, complying with all exhaustion procedures.

20 158. Labor Code §§ 1198 and 1199 make unlawful the employment of any employee
21 under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to
22 comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197,
23 1198, or order or ruling of the commission.

24 159. Defendants violated the aforementioned Labor Code sections. More specifically,
25 Defendant's violations with respect to meal periods, rest periods, minimum wage, unpaid wages,
26 overtime wages, wage statements, and failure to keep accurate time records result in separate
27 violations of Labor Code §§ 1174, 1198, and 1199.
28

1 160. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee,
2 on behalf of himself/herself and other current or former employees, to bring a civil action to
3 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
4 §§ 2699.3 and 2699.5.

5 161. Plaintiff has complied with the procedures for bringing suit specified in Labor
6 Code §§ 2699.3 and 2699.5.

7 162. Pursuant to Labor Code 1197.1, Plaintiff is entitled to the restitution of wages
8 owed, liquidated damages, and any applicable penalties imposed pursuant to Labor Code § 203.

9 163. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
10 attorney's fees and costs in connection with his claim and that of other aggrieved employees for
11 civil penalties.

12
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

15
16 **UNDER THE FIRST CAUSE OF ACTION**

- 17 1. For compensatory, consequential, general, and special damages for all unpaid wages,
18 subject to proof;
19 2. For civil penalties in an amount according to proof at trial, and consistent with Labor
20 Code § 210;
21 3. For interest on all due and unpaid wages pursuant to Labor Code § 218.6;
22 4. For attorney's fees and costs pursuant to Labor Code § 218.5;
23 5. For costs of suit incurred herein; and
24 6. For such other relief that the Court may deem just and proper.

25
26 **UNDER THE SECOND CAUSE OF ACTION**

- 27 1. For compensatory, consequential, general, and special damages for all unpaid
28 overtime wages, subject to proof;

2. For interest on all due and unpaid wages pursuant to Labor Code §§ 218.6 and 1194(a);
3. For attorney's fees and costs pursuant to Labor Code §§ 218.5 and 1194(a);
4. For costs of suit incurred herein; and
5. For such other and further relief that the Court may deem just and proper.

UNDER THE THIRD CAUSE OF ACTION

1. For one (1) hour of premium pay for each missed meal period that was not provided, subject to proof;
2. For interest on all due and unpaid wages pursuant to Labor Code section 218.6;
3. For attorney's fees and costs pursuant to Labor Code section 218.5;
4. For costs of suit incurred herein; and
5. For such other and further relief that the Court may deem just and proper.

UNDER THE FOURTH CAUSE OF ACTION

1. For one (1) hour of premium pay for each missed meal period that was not provided, subject to proof;
2. For interest on all due and unpaid wages pursuant to Labor Code section 218.6;
3. For attorney's fees and costs pursuant to Labor Code section 218.5;
4. For costs of suit incurred herein; and
5. For such other and further relief that the Court may deem just and proper.

UNDER THE FIFTH CAUSE OF ACTION

1. For compensatory, consequential, general, and special damages for all unpaid wages, subject to proof;
2. For interest on all due and unpaid wages pursuant to Labor Code § 218.6 and 1194(a);
3. For liquidated damages pursuant to Labor Code § 1194.2(a);
4. For attorney's fees and costs pursuant to Labor Code § 218.5;

5. For costs of suit incurred herein; and
6. For such other relief that the Court may deem just and proper.

UNDER THE SIXTH CAUSE OF ACTION

1. For the assessment of actual damages or a statutory penalty in an amount not to exceed Four Thousand Dollars (\$4,000), subject to proof and consistent with Labor Code § 226(e);
2. For attorney's fees and costs pursuant to Labor Code § 226(e);
3. For costs of suit incurred herein; and
4. For such other and further relief that the Court may deem just and proper.

UNDER THE SEVENTH CAUSE OF ACTION

1. For waiting time penalties pursuant to Labor Code § 203;
2. For attorney's fees and costs pursuant to Labor Code § 218.5;
3. For costs of suit incurred herein; and
4. For such other and further relief that the Court may deem just and proper.

UNDER THE EIGHTH CAUSE OF ACTION

1. For restitution of all unpaid wages and monies due to Plaintiff and the disgorgement of profits from the unlawful business practices of Defendants, subject to proof;
2. Interest according to law;
3. For costs of suit incurred herein; and
4. For such other and further relief that the Court may deem just and proper.

UNDER THE NINTH CAUSE OF ACTION

1. For PAGA civil penalties;
2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).

1 **UNDER THE TENTH CAUSE OF ACTION**

- 2 1. For PAGA civil penalties;
- 3 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
- 4

5 **UNDER THE ELEVENTH CAUSE OF ACTION**

- 6 1. For PAGA civil penalties;
- 7 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
- 8

9 **UNDER THE TWELFTH CAUSE OF ACTION**

- 10 1. For PAGA civil penalties;
- 11 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
- 12

13 **UNDER THE THIRTEENTH CAUSE OF ACTION**

- 14 1. For PAGA civil penalties;
- 15 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
- 16

17 **UNDER THE FOURTEENTH CAUSE OF ACTION**

- 18 1. For PAGA civil penalties;
- 19 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
- 20

21 **UNDER THE FIFTEENTH CAUSE OF ACTION**

- 22 1. For PAGA civil penalties;
- 23 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
- 24

25 **UNDER THE SIXTEENTH CAUSE OF ACTION**

- 26 1. For PAGA civil penalties;
- 27 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
- 28

1 **UNDER THE SEVENTEENTH CAUSE OF ACTION**

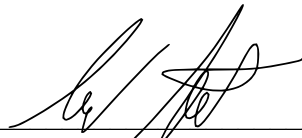
- 2 1. For PAGA civil penalties;
- 3 2. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).
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6 Dated: November 30, 2023

MARQUEE LAW GROUP, APC

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8

9 By:  _____

10 Gary S. Brotman, Esq.

11 Owen Lin, Esq.

12 Attorneys for Plaintiff Carlos Marquez

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