

Filed
Superior Court of California,
Sacramento
12/13/2023
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By _____, Deputy
23CV006533

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6 individually and on behalf of similarly situated employees

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO COUNTY**

10 JOHN WILLIS, individually and on behalf of
11 all other similarly situated employees,

12 Plaintiff,

13 vs.

14 GFP ENTERPRISES, LLC, an Oregon
15 Limited Liability Company; DONALD
16 POLLARD, an individual; RAY KEENER, an
individual; and DOES 1 to 100, inclusive,

17 Defendants.
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19
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Case No. 23CV006533

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Wage Statement Violations
4. Waiting Time Penalties
5. Unfair Competition
6. Private Attorneys General Act

DEMAND FOR JURY TRIAL

BY FAX

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24 Plaintiff JOHN WILLIS ("Plaintiff"), on behalf of himself and all other similarly situated
25 employees, hereby files this First Amended Complaint against Defendants GFP ENTERPRISES,
26 LLC, an Oregon Limited Liability Company; DONALD POLLARD, an individual; RAY KEENER,
27 an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants").
28 On information and belief, Plaintiff allege the following:

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PARTIES

5. JOHN WILLIS is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, GFP ENTERPRISES, LLC, is now and/or at all times mentioned in this Complaint was an Oregon Limited Liability Company and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. On information and belief, Plaintiff alleged, DONALD POLLARD, is now and/or at all times mentioned in this Complaint was an individual and the owner and operator of an industry, business and/or facility doing business in the State of California. Plaintiff is informed and believes, and thereupon alleges, that DONALD POLLARD is an individual over the age of eighteen (18) and is a resident of the State of Oregon. Plaintiff further alleges that DONALD POLLARD is an owner, director, officer, and/or managing agent of GFP ENTERPRISES, LLC, responsible for causing the violations outlined in the first through fourth causes of action. As such DONALD POLLARD is individually liable pursuant to California Labor Code section 558.1. Pursuant to California Labor Code section 558.1, GFP ENTERPRISES, LLC, and DONALD POLLARD, are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiff alleges that DONALD POLLARD trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, DONALD POLLARD caused the violations identified herein. DONALD POLLARD was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

8. On information and belief, Plaintiff alleges, RAY KEENER, is now and/or at all times mentioned in this Complaint was an individual and the owner and operator of an industry, business and/or facility doing business in the State of California. Plaintiff is informed and believes, and thereupon alleges, that RAY KEENER is an individual over the age of eighteen (18) and is a resident of the State of Arizona. Plaintiff further alleges that RAY KEENER is an owner, director, officer, and/or managing agent of GFP ENTERPRISES, LLC, responsible for causing the violations outlined in the first through fourth causes of action. As such RAY KEENER is individually liable pursuant to

1 California Labor Code section 558.1. Pursuant to California Labor Code section 558.1, GFP
2 ENTERPRISES, LLC, and RAY KEENER, are jointly and severally liable for each cause of action
3 asserted herein. On information and belief, Plaintiff alleges that RAY KEENER trained subordinate
4 staff to implement and carry out the policies and practices identified herein. As a result, whether
5 directly or indirectly, RAY KEENER caused the violations identified herein. RAY KEENER was
6 responsible for the violations stated herein as he was in a position of authority with the power and
7 responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them
8 instead.

9 9. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
10 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
11 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
12 names and capacities of these DOE Defendants when they are ascertained.

13 10. At all times mentioned herein, each Defendant was the agent or employee of each of the
14 other Defendants and was acting within the course and scope of such agency or employment. The
15 Defendants are jointly and severally liable to Plaintiff.

16 11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
17 were members of and/or engaged in a joint employment, joint venture, partnership and common
18 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
19 joint venture, partnership and common enterprise.

20 12. Defendants, and each of them, now and/or at all times mentioned in this Complaint
21 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

22 13. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
23 wrongs, complaints, injuries and/or damages alleged in this Complaint.

24 **CLASS ALLEGATIONS**

25 14. Plaintiff brings the First through Fifth Causes of Action on behalf of himself and all
26 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
27 The class which Plaintiff seeks to represent is composed of, and defined, as follows:
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1 All non-exempt employees who worked for Defendants in California at
2 any time between August 10, 2019, to the present.

3 15. This action has been brought and may be properly maintained as a class action,
4 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
5 defined community of interests in the litigation and the proposed class is easily ascertainable.

6 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
7 is impracticable under the circumstances of this case. While the exact number of class
8 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
9 Defendants have employed as many as fifty (50) individuals falling within the above
10 stated class definition throughout the State of California during the applicable statute of
11 limitations, who were subjected to the policies and practices outlined in this Complaint.
12 As such, joinder of all members of the putative class is not practicable.

13 (b) Common Questions Predominate: Common questions of law and fact exist as to all
14 members of the putative class and predominate over questions that affect only individual
15 members of the class. These common questions of law and fact include, without
16 limitation, the following:

- 17 (1) Whether Defendants maintained accurate payroll records;
- 18 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
19 class members were not paid all overtime wages owed;
- 20 (3) Whether Defendants failed to correctly calculate the regular rate of pay for
21 premium wage purposes such as overtime, double time, and sick leave wages;
- 22 (4) Whether as a result of Defendants' policies and practices Plaintiff's and putative
23 class members received all wages, due and owing, at the time of their termination
24 or separation; and
- 25 (5) Whether Defendants provided Plaintiff's and putative class members with wage
26 statements that complied with Labor Code section 226.

27 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
28 class. The putative class also sustained damages arising out of Defendants' common

1 course of conduct in violation of the law as complained of herein. Plaintiff and all
2 members of the putative class were non-exempt employees who were not paid all
3 overtime wages owed, minimum wages owed, and sick pay wages owed, as a result of
4 Defendants' policies and practices resulting in inaccurate wage statements that did not
5 itemize the accurate overtime wages owed, minimum wages owed, and sick leave wages.
6 Additionally, Defendants issued Plaintiff and all members of the putative class wage
7 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
8 each member of the putative class will have suffered the same type of harm and seek the
9 same type of recovery based on the same legal theories.

10 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
11 putative class. For all relevant times, Plaintiff resided in California and worked for
12 Defendants in California. Moreover, Plaintiff is an adequate representative of the
13 putative class as Plaintiff has no interests that are adverse to those of putative class
14 members. Additionally, Plaintiff has retained counsel who has substantial experience in
15 complex civil litigation and wage and hour matters.

16 (e) Superiority: A class action is superior to other available means for the fair and efficient
17 adjudication of the controversy since individual joinder of all members of the putative
18 class is impracticable. Class action treatment will permit a larger number of similarly
19 situated persons to prosecute their common claims in a single forum simultaneously,
20 efficiently, and without the unnecessary duplication of effort and expense that numerous
21 individual actions would engender. Further, as damages suffered by each individual
22 member of the class may be relatively small, the expenses and burden of the individual
23 litigation would make it difficult or impossible for individual members of the class to
24 redress the wrongs done to them, and an important public interest will be served by
25 addressing the matter as a class action. The cost to the court system of adjudication of
26 such individualized litigation would be substantial. Individualized litigation would also
27 present the potential for inconsistent or contradictory judgments.
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1 16. Plaintiff is unaware of any difficulties that are likely to be encountered in the
2 management of this action that would preclude its maintenance as a class action.

3 **GENERAL ALLEGATIONS**

4 17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully
5 set forth herein.

6 18. Plaintiff worked for Defendants from August 7, 2022, to about September 3, 2022, and
7 from March 20, 2023, to March 24, 2023, as a non-exempt employee. Defendants operate a disaster
8 response company that responds to fires, floods, hurricanes, and other disasters or emergencies. They
9 provide disaster response such as moving debris from disaster areas, providing trailers and catering in
10 disaster areas, and providing fire protection such as moving wood and debris to certain areas to break
11 fires and help in extinguishing fires. In the fall of 2022, Plaintiff worked in Eureka, California for
12 approximately two weeks. In March of 2023, Plaintiff worked in Coachella, California for Defendants.
13 Over the course of employment Plaintiff and similarly situated employees held positions as firefighters
14 and wild land firefighters. Some of their duties included cutting trees down to avoid fires, mop up hot
15 spots on the ground, cool hot spots on the ground, drive and/or assist heavy equipment to clear out
16 debris from natural disasters or to construct barricades to break fires, set up catering trailers at disaster
17 zones or sites, and assist in disaster emergency response.

18 19. In addition to their base hourly rate, Plaintiff and similarly situated employees were paid
19 additional sums per hour, *e.g.*, \$4.60 per hour, depending on where they worked, including in California.
20 Plaintiff and similarly situated employees were also paid flat daily rates, *e.g.*, \$325 per day, depending
21 on where they worked, including in California. Defendants also paid various types of bonuses to
22 employees depending on whether they obtained different types of work-related certifications, ranging
23 from \$100 to \$150 per bonus. Plaintiff and similarly situated employees usually worked over eight
24 hours per day and over forty (40) hours per week. Most of the time, Plaintiff and similarly situated
25 employees worked between twelve (12) and sixteen (16) hours per day. Defendants failed to incorporate
26 the value of the additional hourly rates into the base rate when calculating the regular rate of pay for
27 overtime and sick leave wage premiums. Defendants also failed to correctly calculate the regular rate of
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1 pay for overtime and sick leave when Plaintiff earned daily rates and/or provided lodging in addition to
2 their base hourly and/or daily rates of pay.

3 20. Furthermore, Defendants did not keep accurate time records and utilized rounding when
4 calculating Plaintiff's and similarly situated employees' hours worked. Plaintiff and similarly situated
5 employees did not record their own hours worked. Instead, Crew Chiefs recorded times for all
6 employees on sites. The crew consisted of ten (10) to twenty (20) employees. Defendant maintained
7 policies and procedures that prevented Plaintiff and similarly situated employees from clocking in and
8 out at the beginning of their shift and at the end of their shift. Timecards were filled out by the Crew
9 Chief or supervisor without input from Plaintiff and similarly situated employees. Defendants and the
10 Crew Chief did not show the time entries to Plaintiff and similarly situated employees for verification.
11 Plaintiff and similarly situated employees had to travel to sites and start working right away upon
12 arrival. As a result, Plaintiff and similarly situated employees worked off-the-clock since Defendants
13 did not keep track of their start and stop times.

14 21. Plaintiff was sick while at work on March 24, 2023. Plaintiff informed Defendants that he
15 had purchased a flight ticket to fly back home to see a medical provider because he was sick and was
16 vomiting a lot. Defendants' supervisor, Mike Denning told Plaintiff to "consider this his last day."
17 Defendants sent Plaintiff his last paycheck approximately two weeks after his last day of work. Plaintiff
18 is informed and believes that Defendants maintain a policy of paying final wages only at regularly
19 scheduled payroll cycles rather than upon termination or within seventy-two hours of separation as
20 required by the California Labor Code.

21 22. As a result of Defendants' policies and practices, Plaintiff and similarly situated
22 employees were not paid for all wages due, including minimum wages, overtime wages, and sick leave
23 wages. These amounts were not paid to similarly situated employees at the time of their separation and
24 remain unpaid to date. Additionally, the unlawful practices identified above resulted in Defendants
25 issuing inaccurate paystubs to Plaintiff and similarly situated employees. The paystubs did not
26 accurately itemize the gross wages earned, total hours worked, correct applicable rates of pay, and the
27 net wages earned.

1 23. Plaintiff is informed and believes that DONALD POLLARD and RAY KEENER were
2 the Managing Members or Members of the Limited Liability Company from at least 2022 to present.
3 Mr. Pollard and Mr. Keener were responsible for creating, implementing, and overseeing the wage and
4 hour policies and practices outlined herein that resulted in the violation of the California Labor Code.

5 24. Defendant GFP ENTERPRISES, LLC identified Defendant DONALD POLLARD in its
6 filings with the California Secretary of State from at least January 10, 2022, to the present as its
7 Managing Member or Member. Plaintiff is informed and believes that DONALD POLLARD was
8 responsible for creating and electing to implement GFP ENTERPRISES, LLC's payroll and
9 compensation policies and practices or that DONALD POLLARD was aware of such policies and
10 practices and ratified them.

11 25. Defendant GFP ENTERPRISES, LLC identified Defendant RAY KEENER in its filings
12 with the California Secretary of State from at least January 10, 2022, to the present as its Managing
13 Member or Member. Plaintiff is informed and believes that RAY KEENER was responsible for creating
14 and electing to implement GFP ENTERPRISES, LLC's payroll and compensation policies and practices
15 or that RAY KEENER was aware of such policies and practices and ratified them.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**
18 **FAILURE TO PAY OVERTIME WAGES**
19 **(As to all Defendants)**

20 26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully
21 set forth herein.

22 27. During the period Plaintiff was employed by Defendants, Defendants were required to
23 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
24 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
25 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 16, section*
26 *(3)(A); Cal. Lab. Code §§ 510, 1194.*

27 28. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
28 and/or forty (40) hours per week on several occasions while employed by Defendants. However,

1 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
2 worked at their regular rate of pay.

3 29. Plaintiff and similarly situated employees were not exempt from overtime protections
4 employees under the California Wage Orders and Labor Code.

5 30. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
6 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
7 the extent pertinent as if set forth here in full.

8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PAY MINIMUM WAGES**
10 **(As to all Defendants)**

11 31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully
12 set forth herein.

13 32. For the period preceding the filing of this Complaint, Defendants were required to
14 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
15 every hour worked. See MW-Order 2019; IWC Wage Order, No. 16, section 4(A); Cal. Lab. Code §
16 1194.

17 33. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of
18 their obligation to pay the minimum wage for each hour worked but failed to do so. Defendants
19 rounding Plaintiff's and similarly situated employees hours worked, failing to pay all wages due.

20 34. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
21 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
22 the extent pertinent as if set forth here in full.

23 **THIRD CAUSE OF ACTION**
24 **WAGE STATEMENT VIOLATIONS**
25 **(As to all Defendants)**

26 35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as though fully
27 set forth herein.

28 36. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
statement to an employee, semimonthly or at the time of each payment of wages, showing:

1 (1) gross wages earned, (2) total hours worked by the employee, except for
2 any employee whose compensation is solely based on a salary and who is
3 exempt from payment of overtime under subdivision (a) of Section 515 or
4 any applicable order of the Industrial Welfare Commission, (3) the
5 number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that
7 all deductions made on written orders of the employee may be aggregated
8 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
9 period for which the employee is paid, (7) the name of the employee and
10 the last four digits of his or her social security number or an employee
11 identification number other than a social security number, (8) the name
12 and address of the legal entity that is the employer and, if the employer is
13 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
14 name and address of the legal entity that secured the services of the
15 employer, and (9) all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate
17 by the employee. The deductions made from payment of wages shall be
18 recorded in ink or other indelible form, properly dated, showing the
19 month, day, and year, and a copy of the statement and the record of the
20 deductions shall be kept on file by the employer for at least three years at
21 the place of employment or at a central location within the State of
22 California.

23 37. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
24 itemized statement or failed to provide an accurate and complete itemized statement showing the
25 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
26 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
27 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
28 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
worked due to Defendants' failure to keep proper track of time and rounding policy that resulted in
off-the-clock work. Plaintiff and similarly situated employees were not able to promptly and easily
determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly
situated employees suffered confusion over whether they received all wages owed and were
prevented from effectively challenging information on their wage statements.

38. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
employees have been damaged as stated in the section below entitled "DAMAGES," which is
incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully set forth herein.

40. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

41. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

42. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, or all sick leave pay owed at their termination or within the required time after their separation from employment.

43. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

44. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not paid for all their hours worked because of Defendants' failure to track Plaintiff's and similarly situated employees' hours and Defendants' rounding policy.

Defendants' time keeping practice were unreliable because the Crew Chief would enter the time for Plaintiff and similarly situated employees without input from Plaintiff and similarly situated employees. Additionally, Defendants knew that Plaintiff and similarly situated employees received fringe pay but they felt to incorporate such pay into the calculation for the regular rate of pay for premium pay such as overtime wages and sick pay wages. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

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FIFTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to GFP ENTERPRISES, LLC and DOES 1 to 100)

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

48. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and paid sick leave, during their employment or any time thereafter.

49. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

50. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 245 *et seq.*, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

SIXTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully set forth herein.

52. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 16, § 3 (Failure to Pay Overtime Wages)

- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

53. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

54. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;

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c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

d. Liquidated damages pursuant to California Labor Code section 1194.2;

4. As to the Third Cause of Action:

a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

5. As to the Sixth Cause of Action:

a. For civil penalties as provided in the Labor Code for each enumerated violation;

b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

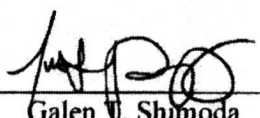
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- 1 6. For such other and further relief as this Court may deem just and proper,
2 including, but not limited to:
3 a. Wages as proved at trial;
4 b. Injunctive and Declaratory relief;
5 c. Attorney's fees and costs as provided for by law; and
6 d. Interest.

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8 Dated: November 16, 2023

Shimoda & Rodriguez Law, PC

9
10 By: _____


Galen V. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

1 *Willis v. GFP Enterprises LLC, et al.*
2 *Sacramento County Superior Court of California 23CV006533*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On December 12, 2023, I served the following documents on the party below:

- 9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Cody Stroman 11 Fox Rothschild, LLP 12 345 California Street, Ste 2200 13 San Francisco, California 94104 14 Phone: 415-248-1522 Facsimile: 415-391-4436 Email: CodyStroman@foxrothschild.com swmoore@foxrothschild.com	
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15 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
16 processing of correspondence for mailing with the United States Postal Service
17 and that each day's mail is deposited with the United States Postal Service that
18 same day in the ordinary course of business. On the date set forth above, I served
19 the aforementioned document(s) on the parties in said action by placing a true
copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
collection and mailing on this date, following ordinary business practices, at Elk
Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Electronic Mail] I e-mailed the document(s) to the person(s) shown above. No
22 error was reported by the e-mail service that I used.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct, and that this declaration was executed on December 12, 2023, at Elk Grove,
26 California.

27 
Elias Tapia