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and all others similarly situated and aggrieved

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SANTA CLARA**

CRAIG MATTHEW GOLDSBERRY, on  
behalf of himself and all others similarly  
situated and aggrieved,

Plaintiff,

v.

MAGNUM MANAGEMENT  
CORPORATION, INC., an Ohio  
Corporation; CALIFORNIA'S GREAT  
AMERICA, LLC, a Delaware Limited  
Liability Company; CEDAR FAIR, L.P., a  
Delaware Limited Partnership; and DOES  
1 through 10, inclusive,

Defendants.

Case No. **23CV425686**

**CLASS AND REPRESENTATIVE ACTION  
COMPLAINT**

1. Failure to Reimburse Necessary Business Expenses
2. Failure to Provide Meal Periods
3. Failure to Provide Accurate Itemized Wage Statements
4. Failure to Timely Pay Wages Due During Employment
5. Failure to Timely Pay Wages Due Upon Separation of Employment
6. Violation of the Unfair Competition Law
7. PAGA Civil Penalties for Failure to Reimburse Necessary Business Expenses
8. PAGA Civil Penalties for Failure to Provide Meal Periods
9. PAGA Civil Penalties for Failure to Provide Accurate and Itemized Wage Statements
10. PAGA Civil Penalties for Failure to Timely Pay all Wages Due During Employment
11. PAGA Civil Penalties for Failure to Timely Pay Wages Due Upon Separation of Employment

**DEMAND FOR JURY TRIAL**

1 Plaintiff CRAIG M. GOLDSBERRY (“Plaintiff”), on behalf of himself and all others  
2 similarly situated, complains and alleges as follows:

3 I.

4 **INTRODUCTION**

5 1. Plaintiff brings this proposed Class Action pursuant to California Code of Civil  
6 Procedure section 382 on behalf of himself and all other current and former non-exempt  
7 employees employed by Defendants MAGNUM MANAGEMENT CORPORATION, INC., an  
8 Ohio Corporation; CALIFORNIA’S GREAT AMERICA, LLC, a Delaware Limited Liability  
9 Company; CEDAR FAIR, L.P, a Delaware Limited Partnership; and DOES 1-10 (collectively  
10 “Defendants”) in the State of California (“Plaintiff Class Members”). Plaintiff brings this action  
11 for: failure to reimburse necessary business expenses, failure to provide off-duty meal periods,  
12 failure to provide accurate itemized wage statements, failure to timely pay all wages due during  
13 employment, failure to timely pay all wages due upon separation of employment, and restitution  
14 for unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*

15 2. Plaintiff also brings this Representative Action under the Private Attorneys  
16 General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of himself and all  
17 other aggrieved employees employed by Defendants in the State of California, for civil penalties  
18 pursuant to the PAGA for Defendants’ failure to: reimburse necessary business expenses, provide  
19 off-duty meal periods, provide accurate itemized wage statements, timely pay all wages due  
20 during employment, and timely pay all wages due upon separation of employment.

21 3. Plaintiff gave written notice of these claims to the California Labor and Workforce  
22 Development Agency (“LWDA”) on September 1, 2023 pursuant to Labor Code section 2699.3,  
23 and there has been no LWDA intervention within 65 days of this notice. Plaintiff seeks civil  
24 penalties under the PAGA as a representative of the State of California and has standing as an  
25 aggrieved employee. Plaintiff seeks to represent all Defendants’ non-exempt employees in the  
26 State of California who suffered one or more of the violations alleged (“aggrieved employees”)  
27 during the “PAGA Period” (from the date of the filing of this complaint until the start of trial).  
28 Labor Code §§ 2698, *et seq.*, 2699.3(a)(2)(C).

5. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by, failing to provide off-duty meal breaks, failing to reimburse all business expenses, failing to provide accurate itemized wage statements, and failing to pay all wages due during and upon termination.

6. Plaintiff is informed and believes and based thereon alleges that Defendants have engaged in, among other things a system of willful violations of the California Labor Code, Business and Professions Code, and applicable IWC Wage Order(s) by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

7. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the California Business and Professions Code.

## **JURISDICTION AND VENUE**

8. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure, section 395. Defendants conduct business in Santa Clara County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and those similarly situated and aggrieved within the State of California and Santa Clara County. Defendants employ Plaintiff and numerous members of the Plaintiff Class in Santa Clara County. There is no federal question at issue, as the issues are based solely on California statutes and law, including the Labor Code, IWC Wage Order 10-2001, Code of Civil Procedure, Civil Code, and Business and Professions Code.

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10. This class action is within the Court’s jurisdiction under California Labor Code sections 201-203, 204, 218, 246, 210, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, California’s Industrial Welfare Commission’s (“IWC”) Wage Orders, and California’s Unfair Competition Law (the “UCL”), codified at California Business and Professions Code sections 17200, *et seq.*

11. No federal question is raised and the Class Action Fairness Act (“CAFA”), 28 U.S.C. section 1332(d), does not apply, or in the alternative, local case or controversy exceptions apply and prohibit removal of this action. Based on his rate of pay, Plaintiff’s individual claims do not meet the amount in controversy to implicate traditional diversity jurisdiction.

12. Further, as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. sections 1332(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

### III.

**PARTIES**

13. Plaintiff CRAIG MATTHEW GOLDSBERRY is, and at all relevant times, was a resident of Santa Clara County, California, and was employed by Defendants in Santa Clara County as a non-exempt employee in the position of Admissions Associate from approximately February 28, 2022 through December 2022.

14. Plaintiff is informed, believes, and thereon alleges that Defendant MAGNUM MANAGEMENT CORPORATION, INC. (“Magnum”) is an Ohio Corporation with its principal place of business located in Sandusky, Ohio, and is registered to do business in California. Plaintiff alleges that Magnum is a subsidiary of Defendant CEDAR FAIR, L.P. and has conducted business in California. Magnum is listed as the employer on Plaintiff’s wage statements.

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16. Plaintiff is informed, believes, and thereon alleges that Defendant CALIFORNIA’S GREAT AMERICA, LLC (“Great America”) is a Delaware Limited Liability Company with its principal place of business located in Sandusky, Ohio, and is registered to do business in California. Great America is the location where Plaintiff worked and is also listed as the employer on Plaintiff’s wage statements.

17. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued as DOES 1 through 10, inclusive, are unknown to Plaintiff, who sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and alleges, each DOE Defendant is legally responsible in some manner for the unlawful acts alleged. Plaintiff will seek leave to amend this Complaint to reflect the true names and capacities of DOE Defendants when they become known.

18. Plaintiff is informed and believes and, based thereon, alleges that Defendants were at all times relevant hereto members of, and engaged in, a joint venture, partnership, association or common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, association or common enterprise. Furthermore, Plaintiff is informed and believes and, based thereon, alleges that at all times relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or acted as agents or employees of each other with respect to, the commission of the acts complained of herein. Defendants are therefore jointly and severally liable for the injuries complained of herein.

## GENERAL ALLEGATIONS

19. California's Labor Code and IWC Wage Order 10-2001 requires employers, among other things, to reimburse employees for all expenses necessarily incurred in discharge of

1 employment, to provide timely and off-duty meal periods, to furnish each employee with accurate  
2 itemized wage statements, and to timely pay wages during and upon separation of employment.

3         20. During all, or portions of, the Class and PAGA Periods, Defendants had a policy  
4 of failing to reimburse Plaintiff, Class Members, and aggrieved employees for all necessary and  
5 reasonable business expenses incurred in the discharge of duties, in violation of California state  
6 wage and hour laws. Defendants required Plaintiff, Class Members, and aggrieved employees to  
7 maintain their uniforms, including company shirts, hats, and sweatshirts, without receiving  
8 reimbursement for the costs of maintaining their uniforms incurred in direct consequence of the  
9 discharge of their duties for Defendants.

10         21. During all, or portions of, the Class and PAGA Periods, Defendants failed to  
11 provide Plaintiff, Class Members, and aggrieved employees timely, uninterrupted, off-duty meal  
12 periods of no less than thirty minutes before their fifth hour of work, and failed to compensate  
13 Plaintiff, Class Members, and aggrieved employees for these missed meal periods. Defendants  
14 required Plaintiff, Class Members, and aggrieved employees to stay on premises and in the park  
15 during their breaks. As a result, when Plaintiff, Class Members, and aggrieved employees took  
16 meal periods, they were not relieved of all duties and were not free to leave the employer's  
17 premises.

18         22. During all, or portions of, the Class and PAGA Periods, Defendants did not  
19 provide the written notice of sick leave accrual and available sick leave to Plaintiff, Class  
20 Members, and aggrieved employees.

21         23. During all, or portions of, the Class and PAGA Periods, Defendants have  
22 intentionally and willfully failed to provide Plaintiff, Class Members, and aggrieved employees  
23 with complete and accurate wage statements. The deficiencies include, among other things,  
24 accrued sick leave, all wages due for meal period premiums, all hours worked including hours  
25 worked during on-duty meal periods, and all deductions and all rates paid.

26         24. During all, or portions, of the Class and PAGA Periods, Defendants maintained a  
27 regular practice of failing to pay Plaintiff, Class Members, and aggrieved employees all wages  
28 owed within the time requirements of Labor Code sections 201- 202.

27. During all, or portions, of the Class and PAGA Periods, on information and belief, Defendants had no policy or practice to comply with Labor Code sections 201, 202, and 203 as to all separated employees in California by timely paying final wages and paying waiting time penalty wages when failing to timely pay final wages.

28. On information and belief, Plaintiff alleges that Defendants applied the same policies described above to all other members of the proposed Plaintiff Class. As alleged below, these uniform policies, practices and procedures violated California's labor laws and constituted unfair, fraudulent, or illegal business practices under Business & Professions Code sections 17200, *et seq.*

## **CLASS ACTION ALLEGATIONS**

29. Plaintiff brings this action pursuant to California Code of Civil Procedure section 382 on behalf of himself and class members defined below. The Class is comprised of and defined as:

All Defendants' California-based non-exempt employees at any time during the four years preceding the filing of this Complaint through the date of trial.

30. Plaintiff seeks to certify a subclass of employees defined as:

All Class Members who incurred business-related expenses, including but not limited to uniform maintenance expenses at any time during the four years preceding the filing of this Complaint through the date of trial.

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31. Plaintiff seeks to certify a subclass of employees defined as:

**Meal Period Subclass**

All Class Members who worked one or more periods in excess of five (5) hours at any time during the four years preceding the filing of this Complaint through the date of trial.

32. Plaintiff seeks to certify a subclass of employees defined as:

**Wage Statement Subclass**

All Class Members who received one or more itemized wage statements during the one year preceding the filing of this Complaint.

33. Plaintiff seeks to certify a subclass of employees defined as:

**Waiting Time Subclass**

All Class Members whose employment ended at any time during the three years preceding the filing of this Complaint.

34. Plaintiff seeks to certify a subclass of employees defined as:

**UCL Subclass**

All Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

35. Plaintiff reserves the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

36. **Commonality**: This action may be maintained as a class action because there is a well-defined common interest of many persons and it is impractical to bring them all before the court. Code of Civil Procedure § 382.

37. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

38. **Numerosity**: The potential members of the Class are so numerous, joinder of all members would be impractical. The disposition of their claims through a class action will benefit the parties and this Court. The number of members of each Class is unknown to Plaintiff, but is estimated to be more than 100 individuals.

39. **Typicality**: The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendants' common course of conduct in violation of law.

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1           40.     **Adequacy**: Plaintiff is an adequate representative of the Class and Subclasses, will  
2 fairly protect the interests of Members of the Class and Subclasses and has no interests  
3 antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are competent,  
4 skilled, and experienced in litigating large employment law class actions.

5           41.     **Superiority**: A class action is superior to other available means for the fair and  
6 efficient adjudication of this controversy. Individual joinder of all Class Members is not  
7 practicable, and questions of law and fact common to the Class predominate over questions  
8 affecting only individual Class Members. A class action will allow those similarly situated to  
9 litigate their claims in the most efficient and economical manner for the parties and the judicial  
10 system. Plaintiff is unaware of any difficulties likely to be encountered in the management of this  
11 action that precludes its maintenance as a class action.

12           42.     **Predominance**: The predominating common questions of law and fact include:

- 13           a) whether Plaintiff and Class Members are entitled to recover damages, penalties  
14 and other relief on the grounds that Defendants have used uniform policies,  
15 practices, and procedures that have consistently violated California labor laws and  
16 regulations and caused Plaintiff and Class Members to suffer the same or similar  
17 injuries;
- 18           b) whether Defendants violated Labor Code sections 2800 and 2802 by failing to  
19 indemnify Plaintiff and Class Members for all the necessary expenditures or losses  
20 incurred in direct consequence of the discharge of their duties, or of their  
21 obedience to the directions of their employer;
- 22           c) whether Defendants violated Labor Code sections 226.7 and 512, and section 11  
23 of IWC Wage Order 10-2001 by failing to provide off-duty meal periods for each  
24 five hours worked, and not compensating employees with one hour of pay at the  
25 employees' regular rate of compensation for each workday that a meal period was  
26 not provided;
- 27           d) whether Defendants violated Labor Code section 246 by failing to provide the  
28 written notice regarding the sick leave hours and accrual rates;

- 1 e) whether Defendants violated Labor Code section 226 and section 7 of IWC Wage  
2 Order 10-2001 by failing to provide and maintain timely and accurate itemized  
3 wage statements;
- 4 f) whether Defendants violated Labor Code sections 204 and 210, and sections 3 and  
5 4 of IWC Wage Order 10-2001 by failing to pay wages for all hours worked;
- 6 g) whether Defendants violated Labor Code sections 201-203 by failing to timely pay  
7 Plaintiff and Waiting Time Subclass Members all wages due upon termination or  
8 within seventy-two (72) of resignation; and
- 9 h) whether Defendants' practices constitute unfair, fraudulent, or illegal business  
10 practices under Business and Professions Code sections 17200, *et seq.*

11 **VI.**

12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

15 **[Cal. Labor Code §§ 2802, 2804]**

16 43. Plaintiff incorporates the preceding paragraphs of this Complaint.

17 44. Labor Code section 2802(a) provides that "[a]n employer shall indemnify his or  
18 her employee for all necessary expenditures or losses incurred by the employee in direct  
19 consequence of the discharge of his or her duties, or of his or her obedience to the directions of  
20 the employer, even though unlawful, unless the employee, at the time of obeying the directions,  
21 believed them to be unlawful."

22 45. Through Defendants' conduct during the applicable statutory period including, but  
23 not limited to, the conduct alleged herein, Defendants failed to reimburse Plaintiff and members  
24 of the Expense Reimbursement Subclass as required by Labor Code section 2802. Defendants  
25 required Plaintiff and members of the Expense Reimbursement Subclass to maintain their work  
26 uniforms without reimbursement for such reasonably incurred business expenses.

27 46. Labor Code section 2802(c) states that "[f]or purposes of [2802], the term  
28 "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to  
attorney's fees incurred by the employee enforcing the rights granted by [2802]."

1           47.     The Uniforms and Equipment Section of IWC Wage Order 10-2001, states in  
2 pertinent part: “When tools or equipment are required by the employer or are necessary to the  
3 performance of a job, such tools and equipment shall be provided and maintained by the  
4 employer...”

5           48.     As a direct result of Defendants’ violations alleged herein, Plaintiff and members  
6 of the Expense Reimbursement Subclass have suffered, and continue to suffer, substantial losses  
7 related to failure to be indemnified for the expenses and losses, including the use and enjoyment  
8 of such monies, lost interest on such monies and expenses and attorney’s fees and costs in seeking  
9 to compel Defendants to fully perform their obligations under state law, all to their respective  
10 damage in amounts according to proof at trial and within the jurisdictional limitations of this  
11 Court.

12           49.     Plaintiff seeks to recover in a civil action to the fullest extent permissible all  
13 available remedies including but not limited to the unpaid balance of the indemnification from  
14 Defendants’ violations, interest thereon permitted by Labor Code section 2802(b), reasonable  
15 attorney’s fees and costs of suit, injunctive relief, declaratory relief, and any other permitted  
16 remedies including those permitted pursuant to Labor Code section 2802 and Code of Civil  
17 Procedure section 1021.5.

18           50.     By failing to reimburse Plaintiff and Expense Reimbursement Subclass Members  
19 for reasonably necessary business expenses they incurred in the discharge of their duties,  
20 Defendants violated Labor Code section 2802. This right to reimbursement was not waivable.  
21 Labor Code § 2804.

22           51.     Defendants’ unlawful acts deprived Plaintiff and Expense Reimbursement  
23 Subclass Members of expense reimbursements in amounts to be determined at trial, and they are  
24 entitled to recover these amounts, along with interest, attorneys’ fees, and costs.

25           52.     Plaintiff, on behalf of himself and Expense Reimbursement Subclass Members,  
26 requests relief as described below.

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**SECOND CAUSE OF ACTION**  
**FAILURE TO PROVIDE MEAL PERIODS**  
**[Cal. Labor Code §§ 226.7, 512]**

53. Plaintiff incorporates the preceding paragraphs of this Complaint.

54. Labor Code section 226.7(b) states in pertinent part: “No employer shall require an employee to work during any meal or rest period or recovery period mandated pursuant to an applicable... order of the Industrial Welfare Commission.”

55. Labor Code section 226.7(c) states in pertinent part: “If an employer fails to provide an employee a meal period or rest period or recovery period in accordance with... an applicable order of the Industrial Welfare Commission, ... the employer shall pay the employee one additional hour of pay at the employee s regular rate of compensation for each work day that the meal or rest period or recovery period is not provided.”

56. Labor Code section 512(a) states in pertinent part: “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes....” Labor Code section 226.7(b) states that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....”

57. On information and belief, during Plaintiff’s employment, Defendants failed to provide Plaintiff and Meal Period Subclass Members, with off-duty meal periods as required by Labor Code sections 226.7 and 512, and Section 11 of the applicable IWC Wage Order, due to Defendants’ policy of requiring their employees to stay on premises and in the park during their workday including while taking meal breaks. Therefore, all meal breaks taken were not off-duty as required by California law.

58. Furthermore, Defendants failed to pay one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal and/or rest period was not provided, in accordance with California law.

59. By failing to provide duty-free meal periods of at least thirty minutes for shifts of five hours or more, starting before the end of the fifth hour of work, and failing to pay Plaintiff and all Meal Period Subclass Members one hour of pay at their regular rate for each day a meal period was not provided, Defendants willfully violated Labor Code sections 226.7 and 512.

60. Defendants' unlawful acts deprived Plaintiff and Meal Period Subclass Members of premium wages in amounts to be determined at trial, and they are entitled to recover such amounts, plus interest, attorneys' fees, and costs.

61. Plaintiff, on behalf of himself and Meal Period Subclass Members, requests relief as described below.

**THIRD CAUSE OF ACTION**  
**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**  
**[Cal. Labor Code § 226]**

62. Plaintiff incorporates the preceding paragraphs of this Complaint.

63. Labor Code section 226(a) states in pertinent part: "An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California."

1           64.     IWC Wage Order 10-2001, section 7(A) states in relevant part that the employer  
2 shall keep accurate information regarding, “(4) Total wages paid each payroll period, including  
3 value of board, lodging, or other compensation actually furnished to the employee; (5) Total hours  
4 worked in the payroll period and applicable rates of pay.”

5           65.     Defendants have intentionally and willfully failed to provide Plaintiff and Wage  
6 Statement Subclass Members with complete and accurate wage statements. The deficiencies  
7 include, among other things, accrued sick pay, all wages due including meal period premiums,  
8 and all deductions and all rates paid.

9           66.     As a result of Defendants’ violation of California Labor Code section 226(a),  
10 Plaintiff and Wage Statement Subclass Members have suffered injury and damage to their  
11 statutorily protected rights. Specifically, Plaintiff and Wage Statement Subclass Members have  
12 been injured by Defendants’ intentional violation of California Labor Code section 226(a)  
13 because they were denied both their legal right to receive, and their protected interest in receiving,  
14 accurate itemized wage statements under California Labor Code section 226(a). In addition,  
15 because Defendants failed to provide the accurate rates of sick pay and meal period premiums on  
16 wage statements, Defendants have prevented Plaintiff and Wage Statement Subclass Members  
17 from determining if all hours worked and paid sick leave were paid at the appropriate rate and the  
18 extent of the underpayment.

19           67.     Labor Code section 226(e)(1) states: “An employee suffering injury as a result of  
20 a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to  
21 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which  
22 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent  
23 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled  
24 to an award of costs and reasonable attorneys’ fees.”

25           68.     Labor Code section 226(e)(2)(B) states: “An employee is deemed to suffer injury  
26 for purposes of this subdivision if the employer fails to provide accurate and complete information  
27 as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee  
28 cannot promptly and easily determine from the wage statement alone one or more of the

1 following: (i) The amount of gross wages or net wages paid to the employee during the pay period  
2 or any other information required to be provided on the itemized wage statement pursuant to items  
3 (2) to (4), inclusive, (6) and (9) of subdivision (a)...” Because Plaintiff’s wage statements did not  
4 include, among other things, sick leave hours, and accurate wages including meal period premium  
5 wages, he is deemed to have suffered injury.

6 69. Defendants’ violations of California Labor Code section 226(a) prevented Plaintiff  
7 and Wage Statement Subclass Members from knowing, understanding, and disputing the wages  
8 paid to them and paid sick leave provided to them, and resulted in an unjustified economic  
9 enrichment to Defendants. As a result of Defendants’ knowing and intentional failure to comply  
10 with California Labor Code section 226(a), Plaintiff and Wage Statement Subclass Members have  
11 suffered an injury, the exact amount of damages and/or penalties is all in an amount to be shown  
12 according to proof at trial.

13 70. Labor Code section 226(h) states: “An employee may also bring an action for  
14 injunctive relief to ensure compliance with this section, and is entitled to an award of costs and  
15 reasonable attorney’s fees.”

16 71. Labor Code section 226.3 states, in part: “Any employer who violates subdivision  
17 (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars  
18 (\$250) per employee per violation in an internal citation and one thousand dollars (\$1,000) per  
19 employee for each violation in a subsequent citation, for which the employer fails to keep the  
20 records required in subdivision (a) of Section 226. The civil penalties provided for in this section  
21 are in addition to any other penalty provided by law.”

22 72. As a direct result of Defendants’ violations alleged herein, Plaintiff and Wage  
23 Statement Subclass Members have suffered, and continue to suffer, injury including substantial  
24 losses related to the use and enjoyment of such wages, lost interest on such monies and expenses  
25 and attorney’s fees in seeking to compel Defendants to fully perform their obligations under state  
26 law, all to their respective damage in amounts according to proof at trial and within the  
27 jurisdictional limitations of this Court.

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73. As a consequence of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiff and Wage Statement Subclass Members are entitled to actual damages or penalties not to exceed \$4,000 for each employee pursuant to Labor Code section 226(e)(1), together with interest, attorney's fees and costs, and injunctive relief to the fullest extent permissible including those permitted pursuant to Labor Code sections 226(e) and (h), and 226.3, and Code of Civil Procedure section 1021.5.

74. Plaintiff, on behalf of himself and Wage Statement Subclass Members, requests relief as described below.

**FOURTH CAUSE OF ACTION**  
**FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT**  
**[Cal. Labor Code §§ 204 and 210, and IWC Wage Order 10-2001]**

75. Plaintiff incorporates the preceding paragraphs of this Complaint.

76. Labor Code section 204 provides that all wages earned by an employee are due and payable twice during each calendar month.

77. Defendants failed to timely pay Plaintiff and Class Members all of their earned wages as required by Labor Code section 204.

78. Plaintiff and Class Members have been deprived of their rightfully earned wages as a direct and proximate result of Defendants' failure to pay said compensation. Plaintiff and Class Members are entitled to recover such amounts, plus interest thereon, attorney's fees and costs.

79. In addition, Plaintiff and Class Members are entitled to penalties pursuant to Labor Code section 210(a) as follows: (1) for Defendants' initial violation, \$100 for each failure to pay each Class Member; and (2) for each of Defendants' subsequent violations, or any willful or intentional violation, \$200 for each failure to pay each Class Member, plus 25 percent of the amount unlawfully held.

80. Plaintiff, on behalf of himself and Class Members, requests relief as described below.

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1 **FIFTH CAUSE OF ACTION**  
2 **FAILURE TO TIMELY PAY WAGES DUE UPON SEPARATION OF EMPLOYMENT**  
3 **[Cal. Labor Code §§ 201, 202, and 203, and IWC Wage Order 10-2001]**

4 81. Plaintiff incorporates the preceding paragraphs of this Complaint.

5 82. California Labor Code sections 201 and 202 provide that if an employer discharges  
6 an employee, the wages earned and unpaid at the time of discharge are due and payable  
7 immediately, and that if an employee voluntarily leaves his employment, his wages shall become  
8 due and payable not later than seventy-two (72) hours thereafter, unless the employee has given  
9 seventy-two (72) hours previous notice of his intention to quit, in which case the employee is  
entitled to his wages at the time of quitting.

10 83. During the relevant time period, Defendants willfully failed to pay Plaintiff and  
11 Waiting Time Subclass Members all their earned wages upon termination including, but not  
12 limited to, proper reporting time wages, compensation for non-compliant meal periods, either at  
13 the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

14 84. Defendants' failure to pay Plaintiff and Waiting Time Subclass Members all their  
15 earned wages at the time of discharge or within seventy-two (72) hours of their leaving  
16 Defendants' employ is in violation of Labor Code sections 201 and 202.

17 85. California Labor Code section 203 provides that if an employer willfully fails to  
18 pay wages owed immediately upon discharge or resignation in accordance with Labor Code  
19 sections 201 and 202, then the wages of the employee shall continue as a penalty from the due  
20 date at the same rate until paid or until an action is commenced; but the wages shall not continue  
21 for more than thirty (30) days.

22 86. Plaintiff and Waiting Time Subclass Members are entitled to recover from  
23 Defendants the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass  
24 Members' regular daily wages for each day they were not paid, at their regular hourly rate of pay,  
25 up to a thirty (30) day maximum pursuant to Labor Code section 203.

26 87. Plaintiff, on behalf of himself and Waiting Time Subclass Members, requests relief  
27 as described below.

28 ///

**SIXTH CAUSE OF ACTION**  
**VIOLATION OF UNFAIR COMPETITION LAW**  
**[Bus. & Prof. Code §§ 17200, *et seq.*]**

88. Plaintiff incorporates the preceding paragraphs of this Complaint.

89. California Business and Professions Code sections 17200, *et seq.* prohibit acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice ...”

90. A violation of California Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants’ policies and practices have violated state law causing Plaintiff and UCL Subclass Members to suffer and continue to suffer injuries in fact. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to reimburse business expenses, failing to provide meal periods, failing to furnish accurate itemized wage statements, and failing to timely pay final wages due during and upon separation of employment, all in order to decrease their costs of doing business and increase their profits.

91. This cause of action is brought under Business and Professions Code sections 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action and pursuant to Business and Professions Code section 17208, Plaintiff and all UCL Subclass Members seek restitution of wages owed and, where applicable, penalties under Labor Code section 203, where such wages were due each of the UCL Subclass Members during the Class Period, commencing four (4) years prior to filing of this complaint, according to proof.

92. This cause of action is brought as a cumulative remedy as provided in Business and Professions Code section 17205, and is intended as an alternative remedy for restitution for Plaintiff and each UCL Subclass Members, for the time period, or any portion thereof, commencing within four (4) years prior to the filing of this complaint, and as the primary remedy for Plaintiff and each UCL Subclass Member for the time period of the fourth year prior to the filing of this complaint, as such one-year time period exceeds the statute of limitations on statutory wage claims.

1           93.     At all times relevant herein, Defendants intentionally avoided paying Plaintiff and  
2 UCL Subclass Members wages and monies, thereby creating for Defendants an artificially lower  
3 cost of doing business in order to undercut their competitors and establish and/or gain a greater  
4 foothold in the marketplace.

5           94.     At the time Plaintiff and UCL Subclass Members were hired, Defendants  
6 knowingly, intentionally and wrongfully misrepresented to each of them their conformance with  
7 the California Labor Code and IWC Wage Orders including proper payments required by law.

8           95.     At all relevant times herein, Defendants held themselves out to Plaintiff and UCL  
9 Subclass Members as being knowledgeable concerning the labor laws of California.

10          96.     At all times relevant herein, Plaintiff and UCL Subclass Members relied on and  
11 believed Defendants' representations concerning their conformance with California's wage and  
12 hour laws all to their detriment.

13          97.     As a result of Defendants' intentional, willful, purposeful, and wrongful  
14 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,  
15 Plaintiff and UCL Subclass Members suffered a loss of wages and monies, all in an amount to be  
16 shown according to proof at trial. By violating the foregoing statutes and regulations as herein  
17 alleged, Defendants' acts constitute unfair and unlawful business practices under California  
18 Business and Professions Code sections 17200, *et seq.*

19          98.     Defendants' violations of the California Labor Code and IWC Wage Orders and  
20 their scheme to lower their payroll costs as alleged herein, constitute unlawful business practices  
21 because they were done in a systematic manner over a period of time to the detriment of the  
22 Plaintiff and UCL Subclass Members.

23          99.     As a result of the unfair business practices of Defendants, as alleged herein,  
24 Plaintiff and UCL Subclass Members are entitled to injunctive relief, disgorgement, and  
25 restitution in an amount to be shown according to proof at trial.

26          100.    Plaintiff and UCL Subclass Members seek to enforce important rights affecting  
27 the public interest within the meaning of California Code of Civil Procedure section 1021.5.  
28 Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and

1 harmful to UCL Subclass Members and to the general public. Based on Defendants' conduct as  
2 alleged herein, Plaintiff and UCL Subclass Members are entitled to an award of attorneys' fees  
3 pursuant to California Code of Civil Procedure section 1021.5.

4 101. Plaintiff, on behalf of himself and UCL Subclass Members, requests relief as  
5 described below.

6 **SEVENTH CAUSE OF ACTION**  
7 **PAGA CIVIL PENALTY FOR FAILURE TO REIMBURSE NECESSARY BUSINESS**  
8 **EXPENSES**

9 102. Plaintiff incorporates the preceding paragraphs of this Complaint.

10 103. California Labor Code section 2802(a) provides: "An employer shall indemnify  
11 his or her employee for all necessary expenditures or losses incurred by the employee in direct  
12 consequence of the discharge of his or her duties, or of his or her obedience to the directions of  
13 the employer, even though unlawful, unless the employee, at the time of obeying the directions,  
14 believed them to be unlawful."

15 104. California Labor Code section 2802(b) provides: "All awards made by a court or  
16 by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures  
17 under this section shall carry interest at the same rate as judgments in civil actions. Interest shall  
18 accrue from the date on which the employee incurred the necessary expenditure or loss."

19 105. California Labor Code section 2802(c) provides: "For purposes of this section, the  
20 term 'necessary expenditures or losses' shall include all reasonable costs, including, but not  
21 limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

22 106. Upon information and belief, during the PAGA Period, Defendants failed to  
23 reimburse Plaintiff and other aggrieved employees for their uniform maintenance expenses  
24 incurred in the discharge of their duties for Defendants. Consequently, Plaintiff, on behalf of  
25 himself and other aggrieved employees, intends to seek civil penalties pursuant to the PAGA for  
26 these alleged violations.

27 107. By failing to reimburse Plaintiff and other aggrieved employees for their business-  
28 related expenses, including uniform maintenance expenses, Defendants willfully violation Labor  
Code section 2802.

1           108. Labor Code section 2699(a) provides: “[A]ny provision of this code that provides  
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
3 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation  
4 of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved  
5 employee on behalf of himself or herself and other current or former employees pursuant to the  
6 procedures specified in Section 2699.3.”

7           109. Labor Code section 2699(f) provides: “For all provisions of this code except those  
8 for which a civil penalty is specifically provided, there is established a civil penalty for a violation  
9 of these provisions [ ]. (2) If, at the time of the alleged violation, the person employs one or  
10 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per  
11 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee  
12 per pay period for each subsequent violation.”

13           110. Plaintiff will seek penalties of \$100 for the initial pay period an employee was  
14 underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2). Funds recovered  
15 will be distributed in accordance with the PAGA, with 75% of the civil penalties provided to the  
16 LWDA on behalf of the State of California. The amount of the applicable penalty will be proven  
17 at trial.

18  
19                               **EIGHTH CAUSE OF ACTION**  
20                               **PAGA CIVIL PENALTY FOR FAILURE TO PROVIDE MEAL PERIODS**

21           111. Plaintiff incorporates the preceding paragraphs of this Complaint.

22           112. Labor Code section 512(a) states in pertinent part: “An employer shall not employ  
23 an employee for a work period of more than five hours per day without providing the employee  
24 with a meal period of not less than 30 minutes, except that if the total work period per day of the  
25 employee is no more than six hours, the meal period may be waived by mutual consent of both  
26 the employer and employee. An employer shall not employ an employee for a work period of  
27 more than 10 hours per day without providing the employee with a second meal period of not less  
28 than 30 minutes...”

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1           113. Labor Code section 226.7(b) provides that: “An employer shall not require an  
2 employee to work during a meal or rest or recovery period mandated pursuant to an applicable  
3 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the  
4 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and  
5 Health.”

6           114. Labor Code section 226.7(c) provides: “If an employer fails to provide an  
7 employee a meal or rest or recovery period in accordance with a state law . . . the employer shall  
8 pay the employee one additional hour of pay at the employee’s regular rate of compensation for  
9 each workday that the meal or rest or recovery period is not provided.”

10           115. On information and belief, during the PAGA Period, Plaintiff and other aggrieved  
11 employees were not provided with legally compliant, off-duty meal periods. Defendants failed to  
12 provide Plaintiff and other aggrieved employees timely, uninterrupted, off-duty meal periods of  
13 no less than thirty minutes before their fifth hour of work, and failed to compensate Plaintiff and  
14 other aggrieved employees for these missed meal periods. Defendants required Plaintiff and other  
15 aggrieved employees to remain on premises and within the park during meal periods. As a result,  
16 Plaintiff and other aggrieved employees were not free to leave the Defendants’ premises during  
17 meal periods. Consequently, Plaintiff, on behalf of himself and other aggrieved employees,  
18 intends to seek civil penalties pursuant to the PAGA for these alleged violations.

19           116. By failing to provide off-duty and uninterrupted meal periods of at least thirty (30)  
20 minutes for shifts of five (5) hours or more, which began before the end of the fifth hour of work,  
21 and failing to pay employees one hour of pay at their regular rate of pay for each workday a meal  
22 period was not provided, Defendants willfully violated Labor Code sections 226.7, 512, and  
23 558(a)(3), and Wage Order 10-2001.

24           117. Labor Code section 2699(a) provides: “[A]ny provision of this code that provides  
25 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
26 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation  
27 of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved  
28 employee on behalf of himself or herself and other current or former employees pursuant to the

1 procedures specified in Section 2699.3.”

2 118. Labor Code section 2699(f) provides: “For all provisions of this code except those  
3 for which a civil penalty is specifically provided, there is established a civil penalty for a violation  
4 of these provisions [ ]... (2) If, at the time of the alleged violation, the person employs one or  
5 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per  
6 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee  
7 per pay period for each subsequent violation.”

8 119. Plaintiff will seek penalties of \$100 for the initial pay period an employee was  
9 underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2). Funds recovered  
10 will be distributed in accordance with the PAGA, with 75% of the civil penalties provided to the  
11 LWDA on behalf of the State of California. The amount of the applicable penalty will be proven  
12 at trial.

13 **NINTH CAUSE OF ACTION**  
14 **PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**  
15 **WAGE STATEMENTS**

16 120. Plaintiff incorporates the preceding paragraphs of this Complaint.

17 121. Labor Code section 226(a) provides: “An employer , semimonthly or at the time  
18 of each payment of wages, shall furnish to their employee... an accurate itemized statement in  
19 writing showing (1) gross wages earned, (2) total hours worked by the employee, .... (4) all  
20 deductions, provided that all deductions made on written orders of the employee may be  
21 aggregated and shown as one item, (5) net wages earned... ..and (9) all applicable hourly rates  
22 in effect during the pay period and the corresponding number of hours worked at each hourly rate  
23 by the employee...”

24 122. Labor Code section 246(i) requires that an employer provide employees written  
25 notice setting forth the amount of paid sick leave available either on an employee’s wage  
26 statement pursuant to Section 226 or in a separate writing on the designated pay date.

27 123. Due to Defendants’ failure to pay all meal period premiums as required by the  
28 Labor Code, the wages and hours worked listed on each wage statement provided to Plaintiff and  
other aggrieved employees were misstated and violated Sections 226(a)(1), (2), (4), (5), and (9).

1 Furthermore, the wage statements did not set forth the amount of paid sick leave available to  
2 Plaintiff and aggrieved employees under Labor Code section 246(i). Defendants' actions were  
3 intentional and willful.

4 124. Labor Code section 2699.5 provides that Section 2699.3(a) applies to an alleged  
5 violation of Labor Code section 226.

6 125. Labor Code section 226.3 provides for civil penalties for violations of Section  
7 226. The civil penalty is \$250 for the initial violation and \$1,000 for each subsequent violation.

8 126. Labor Code section 226.3 provides for civil penalties for violations of Section 226.

9 127. Plaintiff will seek civil penalties of \$250 for the initial violation and \$1,000 for  
10 each subsequent violation. Labor Code § 226.3. Funds recovered will be distributed in accordance  
11 with the PAGA, with 75% of the civil penalties provided to the LWDA on behalf of the State of  
12 California. The amount of the applicable penalty will be proven at trial.

13 **TENTH CAUSE OF ACTION**  
14 **PAGA CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE DURING**  
15 **EMPLOYMENT**

16 128. Plaintiff incorporates the preceding paragraphs of this Complaint.

17 129. Labor Code section 204(a) requires employers to pay wages earned by employees  
18 within strict time requirements. Defendants had a policy, practice, and procedure of willfully  
19 failing to pay the earned wages of Defendants' employees twice during each calendar month, on  
20 days designated in advance by the employer as the regular paydays.

21 130. Upon information and belief, during the PAGA Period, Defendants failed to pay  
22 Plaintiff and other aggrieved employees all reporting time pay and all meal and rest period  
23 premium wages during their employment, as required by Labor Code sections 204.

24 131. By failing to pay Plaintiff and other aggrieved employees all reporting time pay  
25 and all meal and rest period premium wages, Defendants failed to pay these employees all wages  
26 due during their employment, in violation of Labor Code section 204.

27 132. Labor Code section 2699(a) provides: "[A]ny provision of this code that provides  
28 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation

1 of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved  
2 employee on behalf of himself or herself and other current or former employees pursuant to the  
3 procedures specified in Section 2699.3.”

4 133. Labor Code section 2699(f) provides: “For all provisions of this code except those  
5 for which a civil penalty is specifically provided, there is established a civil penalty for a violation  
6 of these provisions [ ]... (2) If, at the time of the alleged violation, the person employs one or  
7 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per  
8 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee  
9 per pay period for each subsequent violation.”

10 134. Plaintiff will seek penalties of \$100 for the initial pay period an employee was not  
11 reimbursed, and \$200 for each subsequent violation. Labor Code § 2699(f)(2). Funds recovered  
12 will be distributed in accordance with the PAGA, with 75% of the civil penalties provided to the  
13 LWDA on behalf of the State of California. The amount of the applicable penalty will be proven  
14 at trial.

15 **ELEVENTH CAUSE OF ACTION**  
16 **PAGA CIVIL PENALTIES FOR FAILURE TO TIMELY PAY WAGES DUE UPON**  
17 **SEPARATION OF EMPLOYMENT**

18 135. Plaintiff incorporates the preceding paragraphs of this Complaint.

19 136. An employer must pay all wages owed to terminated employees at the time of  
20 termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer  
21 willfully fails to timely pay all wages to separated employees, the wages continue at the same rate  
22 for up to 30 days, until paid. Cal. Labor Code § 203.

23 137. Because Defendants failed to pay all meal period premium wages, Defendants  
24 failed to timely pay all final wages owed to Plaintiff and other aggrieved employees in violation  
25 of Labor Code sections 201 and 202. Defendants did not pay waiting time penalties to Plaintiff  
26 and other aggrieved employees for each day any portion of their final wages went unpaid, in  
27 violation of Labor Code section 203.

28 138. Labor Code section 256 states: “The Labor Commissioner shall impose a civil  
penalty in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

140. Labor Code section 2699(f) provides: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [ ]... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

141. Plaintiff will seek penalties of \$100 for the initial pay period an employee was not reimbursed, and \$200 for each subsequent violation. Labor Code § 2699(f)(2). Funds recovered will be distributed in accordance with the PAGA, with 75% of the civil penalties provided to the LWDA on behalf of the State of California. The amount of the applicable penalty will be proven at trial.

Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief and judgement against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Plaintiff Class and all subclasses;

2. For appointment of Plaintiff as the class representative;

3. For appointment of Cohelan Khoury and Singer and D.Law Inc. as class counsel for all purposes;

4. For injunctive relief as provided by the Labor Code and Business and Professions Code §§ 17200, *et seq.*;

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1           5.       That Defendants be permanently enjoined from engaging in the unlawful or unfair  
2 acts and practices alleged;

3           6.       For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

4           7.       For an order requiring Defendants to restore and disgorge all funds to each affected  
5 person acquired by means of any act or practice declared by this Court to be unlawful, unfair, or  
6 fraudulent and, therefore, constituting unfair competition under Business and Professions Code  
7 §§ 17200, *et seq.*;

8           8.       For reimbursement of unpaid expenses incurred as a result of maintaining  
9 uniforms at the direction of and for the benefit of Defendants, in accordance with Labor Code §  
10 2802.

11          9.       For an award of meal period premium wages equal to one hour of pay at the  
12 employee's regular rate of pay for each workday that a meal period was not provided in  
13 accordance with Labor Code §§ 226.7 and 512, and section 11 of IWC Wage Order 10-2001;

14          10.      For penalties to the extent permitted pursuant to the Labor Code, and Orders of the  
15 Industrial Welfare Commission including, but not limited to penalties under Labor Code section  
16 226(e);

17          11.      For an award of waiting time penalties per former employee pursuant to Labor  
18 Code § 203(a);

19          12.      For an award of penalties incurred under §§ 210, 226.3, 226(e), and 1174.5 per  
20 underpaid employee pursuant to Labor Code §§ 210, 226(e), 226.3, and 1174.5;

21          13.      For penalties incurred under Labor Code § 1197.1 for each underpaid employee  
22 per pay period for which the employee was underpaid;

23          14.      That this action be maintained as a Representative Action under the PAGA, and  
24 Plaintiff and his counsel be provided with all enforcement capability as if the action were brought  
25 by the California Division of Labor Standards Enforcement;

26          15.      For recovery of all civil penalties as permitted by Labor Code section 2699(f)(2)  
27 for failing to reimburse all necessary business-related expenses incurred, pursuant to Labor Code  
28 § 2802, according to proof;

16. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for unpaid meal period premiums earned pursuant to Labor Code § 226.7, according to proof;

17. For recovery of civil penalties permitted by Labor Code § 2699(f)(2) for inaccurate itemized wage statements pursuant to Labor Code §§ 226 and 226.3, according to proof;

18. For recovery of civil penalties pursuant to Labor Code § 2699(f)(2) for failing to timely pay all wage due pursuant to Labor Code § 204(a), according to proof;

19. For recovery of civil penalties permitted by Labor Code § 2699(f)(2) for failing to timely pay all final wages due pursuant to Labor Code §§ 201-202, according to proof;

20. For recovery of civil penalties permitted by Labor Code § 2699(f)(2) for failing to pay statutory waiting time penalties due pursuant to Labor Code § 203, according to proof;

21. For all civil penalties to be distributed 75% to the LWDA and 25% to the aggrieved employees, pursuant to Labor Code § 2699(i), according to proof;

22. For compensatory damages, according to proof;

23. For statutory damages as provided under the Labor Code;

24. For pre- and post-judgment interest;

25. For reasonable attorneys' fees and costs of suit, pursuant to California Code of Civil Procedure section 1021.5, California Labor Code §§ 218.5, 226(e), and 2698, *et seq.*, or other applicable law; and

26. For such other relief the Court deems just and proper.

COHELAN KHOURY & SINGER  
D.LAW, INC.

Dated: November 9, 2023

By:   
Michael D. Singer  
Marta Manus

Attorneys for Plaintiff Craig M. Goldsberry, on behalf of himself and all others similarly situated and all other aggrieved employees

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**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER  
D.LAW, INC.

Dated: November 9, 2023

By: \_\_\_\_\_

  
Michael D. Singer

Marta Manus

Attorneys for Plaintiff Craig M. Goldsberry, on  
behalf of himself and all others similarly situated  
and all other aggrieved employees