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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE TORRES, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

J. ARREOLA TRANSPORTATION, INC.
(a California corporation), ERICK
ARREOLA TRANSPORTATION (a
California Corporation), JORGE
ARREOLA (an individual), ERICK
ARREOLA (an individual) and DOES 1
through 25, inclusive,

Defendants.

Case No. **24STCV00110**

INDIVIDUAL AND REPRESENTATIVE
ACTION COMPLAINT

1. Failure to Pay Minimum Wages
2. Untimely Payment of Final Wages
3. Unauthorized Deductions from Wages
4. Failure to Provide Accurate Itemized Wage Statements
5. Failure to Reimburse for Necessary Business Expenses
6. Violation of California Labor Code § 2699

Plaintiff Jose Torres (hereinafter "Plaintiff") brings this action against J. Arreola Transportation, Inc. (a California Corporation) and Erick Arreola Transportation (a California Corporation), Jorge Arreola (an individual), and Erick Arreola (an individual), and DOES 1 through 25, inclusive (collectively referred to herein as "Defendants").

Plaintiff brings this case both: (1) individually for damages and statutory penalties; and (2) for civil penalties as a representative action on behalf of himself and aggrieved employees under the California Private Attorneys General Act, California Labor Code sections, 2698, *et seq.* The aggrieved employees Plaintiff seeks to represent are: "All

1 individuals who work (or worked) as Drivers for Defendants in the State of California from
2 October 12, 2022, through the date this matter is resolved. (hereinafter collectively
3 referred to as the “Aggrieved Employees”) Plaintiff is an aggrieved employee against
4 whom one or more of the alleged violations was committed. The damages and penalties
5 sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be
6 established according to proof at trial.

7 **THE PARTIES**

8 1. Plaintiff is, and at all times mentioned in this Complaint was, a resident of
9 San Bernardino County, California.

10 2. Plaintiff is informed and believes and on that basis alleges that J. Arreola
11 Transportation, Inc. is a corporation organized and existing under the laws of California
12 with its principal place of business in Los Angeles County.

13 3. Plaintiff reported for work at the premises of J. Arreola Transportation, Inc.,
14 at 8211 ½ Allport Avenue, Santa Fe Springs, California, which in Los Angeles County.

15 4. Plaintiff is informed and believes and on that basis alleges that Jorge Arreola
16 is the owner and principal of J. Arreola Transportation, Inc. and that he resides in San
17 Bernardino County.

18 5. Plaintiff is informed and believes and on that basis alleges that Erick Arreola
19 Transportation is a corporation organized and existing under the laws of California with its
20 principal place of business in San Bernardino County.

21 6. Plaintiff is informed and believes and on that basis alleges that Erick Arreola
22 is the owner and principal of Erick Arreola Transportation and that he resides in San
23 Bernardino County.

24 7. Defendants are in the transportation business.

25 8. Plaintiff worked for Defendants from March 2023 through July 2023 as a
26 Driver.

27 9. As principals and owners of J. Arreola Transportation, Inc. and Erick Arreola
28 Transportation, Jorge Arreola and Erick Arreola were responsible for the Labor Code

1 violations alleged herein.

2 10. The names and capacities of DOES 1 through 25, inclusive (“DOES”) are
3 unknown to Plaintiff at this time and Plaintiff therefore sues such DOE defendants under
4 fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each
5 Defendant designated as a DOE is in some manner highly responsible for the occurrences
6 alleged herein, and that Plaintiff's injuries and damages, as alleged herein, were
7 proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the
8 court to amend this Complaint to allege the true names and capacities of such DOE
9 defendants when ascertained.

10 11. Plaintiff is informed and believes, and thereon alleges, that each and every
11 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
12 Defendants, each acting as agents and/or employers, and/or under the direction and
13 control of, each of the other Defendants, and that said acts and failure to act were within
14 the course and scope of said agency, employment, and/or direction and control.

15 12. Plaintiff is informed and believes, and based thereon alleges, that each
16 Defendant acted in all respects pertinent to this action as the agent of the other
17 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
18 thereto, and the acts of each Defendant are legally attributable to the other Defendants.

19 13. All Defendants were responsible for the events and damages alleged herein,
20 including on the following bases: (a) Defendants committed the acts alleged; (b) at all
21 relevant times, one or more of the Defendants was the agent or employee, and/or acted
22 under the control or supervision of one or more of the remaining Defendants, and in
23 committing the acts alleged, acted within the course and scope of such agency and
24 employment and/or is or are otherwise liable for Plaintiff's damages; (c) at all relevant
25 times, there existed a unity of ownership and interest between or among two or more of the
26 Defendants such that any individuality and separateness between or among those
27 Defendants has ceased, and Defendants are the alter egos of one another. Defendants
28 exercised domination and control over one another to such an extent that any individuality

1 or separateness of Defendants does not, and at all times herein mentioned did not, exist.
2 Adherence to the fiction of the separate existence of Defendants would permit abuse of the
3 corporate privilege and would sanction fraud and promote injustice. All actions of all
4 Defendants were taken by employees, supervisors, executives, officers, and directors
5 during employment with all Defendants, were taken on behalf of all Defendants, and were
6 engaged in, authorized, ratified, and approved of by all other Defendants.

7 **JURISDICTION AND VENUE**

8 14. The Superior Court of the State of California has jurisdiction over this action
9 pursuant to California Constitution Article VI, section 10, which grants the Superior Court
10 “original jurisdiction in all cases except those given by statute to other trial courts.”

11 15. The Superior Court of the State of California has jurisdiction in this matter
12 because Plaintiff is a resident of the State of California. Moreover, Defendants are citizens
13 of the State of California; the acts alleged herein took place in California; and violations of
14 California law form the basis for Plaintiff’s claims. Further, no federal question is at issue
15 because the claims are based solely on California law, and Defendants are residents of
16 California and have their principal places of business in located within California.

17 16. Venue is proper in this judicial district and the County of Los Angeles
18 because Plaintiff worked for Defendants in Los Angeles County, one Defendant maintains
19 offices and facilities and transacts business in Los Angeles County, and Defendants’ illegal
20 acts, which are the subject of this action, occurred in Los Angeles County. Thus, a
21 substantial portion of the transactions and occurrences related to this action occurred in
22 this county. Cal. Civ. Proc. Code § 395.

23 17. IWC Wage Order No. 9 applies to this matter because Plaintiff worked for
24 Defendants in the transportation industry.

25 **GENERAL ALLEGATIONS**

26 18. Plaintiff worked for Defendants as a Driver from approximately March
27 through July 2023. Defendants classified Plaintiff and other Aggrieved Employees as
28 independent contractors, rather than employees.

1 19. Under California law, an individual cannot be classified as an independent
2 contractor unless Defendants can prove all of the following:

- 3 a. The worker is free from the control and direction of the hiring entity in
4 connection with the performance of the work, both under the contract
5 for the performance of the work and in fact;
6 b. The worker performs work that is outside the usual course of the
7 hiring entity's business; *and*
8 c. The worker is customarily engaged in an independently established
9 trade, occupation, or business of the same nature as that involved in
10 the work performed.

11 *See* Lab. Code § 2775(b)(1). Defendants cannot satisfy any of these requirements for
12 Plaintiff and the Aggrieved Employees.

13 20. Defendants willfully misclassified Plaintiff and the Aggrieved Employees as
14 independent contractors.

15 21. Defendants directly controlled when, where, and how Plaintiff and the
16 Aggrieved Employees worked. Plaintiff and the Aggrieved Employees performed work
17 using Defendants' trucks. Defendants are a transportation company and engaged Plaintiff
18 and the Aggrieved Employees to perform driving services that are at the core of
19 Defendants' business. Plaintiff does not have an independent business as a truck driver,
20 and upon information and belief, neither do the other Aggrieved Employees.

21 22. Willful misclassification is unlawful under Labor Code section 226.8. Where,
22 as here, there is a pattern or practice of willful misclassification, the employer shall be
23 subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than
24 twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
25 penalties or fines permitted by law. Lab. Code § 226.8(c).

26 23. Defendants did not pay Plaintiff and the Aggrieved an hourly wage. Rather, it
27 paid them on a piece rate basis, based on the tons of material they transported. Defendants
28 did not pay Plaintiff and the Aggrieved Employees for any non-driving (non-productive)
duties, including but not limited to maintaining trucks and completing paperwork. Thus,

1 Defendants violated Labor Code Sections 1194, 1197, and 1197.1.

2 24. Defendants also did not track or maintain records of the total hours worked
3 by Plaintiffs and the Aggrieved employees in violation of Labor Code section 1174(d).

4 25. Defendants failed to provide Plaintiff and the Aggrieved Employees with
5 wage statements as required by Labor Code section 226(a).

6 26. Defendants instead provided Plaintiff and the Aggrieved Employees a
7 statement reflecting the tonnage transported and the rates paid per ton, which did not show
8 the non-productive work time or a pay rate for that time, as required by Labor Code section
9 226.2(a)(2)(B).

10 27. Because Defendant failed to pay Plaintiff and the Aggrieved Employees
11 wages for non-driving duties and non-productive time, they failed to timely pay these
12 wages during employment (in violation of Labor Code section 204) and upon termination of
13 employment (in violation of Labor Code sections 201 and 202).

14 28. Under Labor Code section 203, Defendants owe waiting time penalties to
15 Plaintiff and all Aggrieved Employees who not longer work for Defendants but willfully
16 failed to pay those penalties.

17 29. Defendants failed to pay Plaintiff any compensation for work he performed
18 on July 10- 14, 2023, or July 17-19, 2023. Defendants refused to pay Plaintiff' final
19 wages, and retained those wages, without Plaintiff's agreement or consent, to pay for
20 damage to the truck Plaintiff was driving. This violates Labor Code section 221.

21 30. Upon information and belief, Defendants also made unlawful deductions
22 from wages of other Aggrieved Employees.

23 31. Defendants required Plaintiff to pay to fix a tire on a Company truck and did
24 not reimburse him for this. This violates Labor Code section 2802, which requires
25 employers to reimburse employees for all necessary business expenses incurred.

26 32. Upon information and belief, Defendants also failed to reimburse the
27 necessary business expenses of other Aggrieved Employees.
28

COUNT I

**Failure to Pay Minimum Wages (in violation of Labor Code §§ 1194, 1197, and 1197.1)
(by Plaintiff individually and Against all Defendants)**

33. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

34. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage must be paid to employees and that payment of a lesser wage is unlawful.

35. Defendants regularly failed to pay minimum wages to Plaintiff pursuant to California Labor Code sections 1194, 1197, and 1197.1.

36. Defendants paid Plaintiff on a piece rate basis and did not pay for any non-driving duties, as required by California Labor Code section 226.2, which, among other things, requires Defendants to record the hours of non-productive time, document those on a proper wage statement, and pay employees for that time.

37. Labor Code section 558.1(a) provides that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

38. Labor Code section 558.1(b) explains that “For purposes of this section, the term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer....”

39. As the owner and managing agent of J. Arreola Transportation, Inc., Jorge Arreola is personally liable for failure to pay Plaintiff wages for all hours worked.

40. As the owner and managing agent of Erick Arreola Transportation, Erick Arreola is personally liable for failure to pay Plaintiff wages for all hours worked.

41. Pursuant to California Labor Code sections 1194, 1197, and 1197.1, Plaintiff is entitled to recover the unpaid balance of minimum wage compensation as well as interest, costs, and attorneys’ fees, and liquidated damages in an amount equal to the

1 wages unlawfully unpaid and interest thereon.

2 **COUNT II**

3 **Untimely Payment of Final Wages (in violation of Labor Code §§ 201 and 202)**

4 **(by Plaintiff individually and Against all Defendants)**

5 42. Plaintiff incorporates by reference, and realleges as if fully stated herein,
6 each and every allegation set forth above.

7 43. California Labor Code sections 201 and 202 provide that if an employer
8 discharges an employee, the wages earned and unpaid at the time of discharge are due and
9 payable immediately, and if an employee quits his or her employment, his or her wages
10 shall become due and payable not later than seventy-two hours thereafter, unless the
11 employee has given seventy-two hours' notice of his or her intention to quit, in which case,
12 the employee is entitled to his or her wages at the time of quitting.

13 44. Defendants intentionally and willfully failed to pay Plaintiff final wages upon
14 termination. The unpaid wages include, but are not limited to, payment for time spent
15 performing non-driving duties, and wages that were unlawfully withheld to pay for alleged
16 damage to Defendants' truck.

17 45. This failure to pay earned and unpaid wages is a violation of California Labor
18 Code sections 201 and 202.

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

24 47. Labor Code section 558.1(a) provides that "[a]ny employer or other person
25 acting on behalf of an employer, who violates, or causes to be violated, any provision
26 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
27 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194,
28 or 2802, may be held liable as the employer for such violation."

48. Labor Code section 558.1(b) explains that “For purposes of this section, the term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer....”

49. As the owner and managing agent of J. Arreola Transportation, Inc., Jorge Arreola is personally liable for failure to pay Plaintiff's final wages and the penalties due under Labor Code section 203.

50. As the owner and managing agent of Erick Arreola Transportation, Erick Arreola is personally liable for failure to pay Plaintiff's final wages and the penalties due under Labor Code section 203.

51. Plaintiff's wages have been due and owing for more than 30 days since Plaintiff's termination of employment, and Defendants' failure to pay was willful. Thus, Defendants are liable to Plaintiff for 30 days' pay.

COUNT III

Unauthorized Deductions from Wages (in violation of Labor Code § 221)
(by Plaintiff individually and Against J. Arreola Transportation, Inc., Erick Arreola
Transportation, and DOES 1 through 25, inclusive)

52. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

53. California Labor Code section 221 provides that it “shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

54. Defendants deducted from Plaintiff's wages for damage he allegedly caused to one of Defendants' trucks.

55. Plaintiff did not authorize these deductions in writing, nor were these deductions for any lawful purpose.

56. Defendant's unlawful conduct deprived Plaintiff and the Aggrieved Employees of earned wages.

1 COUNT IV

2 **Failure to Provide Accurate Itemized Wage Statements (in violation of Labor Code 226(a)**
3 **and 226.2)**

4 **(by Plaintiff individually and Against all Defendants)**

5 57. Plaintiff incorporates by reference, and realleges as if fully stated herein,
6 each and every allegation set forth above.

7 58. California Labor Code section 226(a) provides that every employer shall
8 furnish each of its employees an accurate itemized statement in writing.

9 59. Defendants failed to provide Plaintiff with wage statements.

10 60. Defendants instead provided Plaintiff a statement reflecting the tonnage
11 transported and the rates paid per ton. Even though this statement appeared to reflect
12 payment on a piece-rate basis, it did not show the non-productive work time or a pay rate
13 for that time, as required by Labor Code section 226.2(a)(2)(B).

14 61. Labor Code section 558.1(a) provides that “[a]ny employer or other person
15 acting on behalf of an employer, who violates, or causes to be violated, any provision
16 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
17 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194,
18 or 2802, may be held liable as the employer for such violation.”

19 62. Labor Code section 558.1(b) explains that “For purposes of this section, the
20 term ‘other person acting on behalf of an employer’ is limited to a natural person who is an
21 owner, director, officer, or managing agent of the employer....”

22 63. As the owner and managing agent of J. Arreola Transportation, Inc., Jorge
23 Arreola is personally liable for failure to provide Plaintiff accurate itemized wage
24 statements.

25 64. As the owner and managing agent of Erick Arreola Transportation, Erick
26 Arreola is personally liable for failure to provide Plaintiff accurate itemized wage
27 statements.

28 65. Because of Defendants’ violation of California Labor Code section 226(a)

1 and 226.2, Plaintiff suffered injury and damage to his statutorily protected rights.

2 66. Plaintiff was denied both his right to receive, and his protected interest in
3 receiving, accurate and itemized wage statements pursuant to California Labor Code
4 section 226(a) and 226.2.

5 67. Because Defendants' failure to provide accurate itemized wage statement
6 was knowing and intentional, Plaintiff is entitled to recover from Defendants the greater of
7 their actual damages caused by Defendants' violation of Labor Code Section 226(a), or an
8 aggregate penalty not to exceed four thousand dollars, pursuant to Labor Code section
9 226(e).

10 **COUNT V**

11 **Failure to Reimburse for Necessary Business Expenses**

12 **(by Plaintiff individually and Against all Defendants)**

13 68. Pursuant to California Labor Code section 2802, "an employer shall
14 indemnify his or her employee for all necessary expenditures or losses incurred by the
15 employee in direct consequence of the discharge of his or her duties, or of his or her
16 obedience to the directions of the employer."

17 69. Plaintiff incurred expenses that were necessary for performing his job duties
18 and/or in direct consequence of obeying Defendants' directions.

19 70. Specifically, Plaintiff incurred expenses for repairing a tire on one of
20 Defendants' trucks, and he was not reimbursed for this expense.

21 71. Plaintiff had to pay this expense in order to complete his work for
22 Defendants. Defendants were aware of this necessary expense and did not reimburse
23 Plaintiff.

24 72. As a result, Defendants unlawfully shifted its costs of doing business to
25 Plaintiff in violation of Labor Code section 2802.

26 73. Labor Code section 558.1(a) provides that "[a]ny employer or other person
27 acting on behalf of an employer, who violates, or causes to be violated, any provision
28 regulating minimum wages or hours and days of work in any order of the Industrial Welfare

1 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194,
2 or 2802, may be held liable as the employer for such violation.”

3 74. Labor Code section 558.1(b) explains that “For purposes of this section, the
4 term ‘other person acting on behalf of an employer’ is limited to a natural person who is an
5 owner, director, officer, or managing agent of the employer....”

6 75. As the owner and managing agent of J. Arreola Transportation, Inc., Jorge
7 Arreola is personally liable for failure to reimburse Plaintiff for necessary business
8 expenses.

9 76. As the owner and managing agent of Erick Arreola Transportation, Erick
10 Arreola is personally liable for failure to for failure to reimburse Plaintiff for necessary
11 business expenses.

12 77. Plaintiff is entitled to reimbursement of all business expenses, plus interest
13 accrued from the date on which he incurred the expenses.

14 **COUNT VI**

15 **Violation of California Labor Code § 2699, *et seq.***

16 **(by Plaintiff on behalf of himself and the Aggrieved Employees and Against All** 17 **Defendants)**

18 78. Plaintiff brings this cause of action as a representative action on behalf of
19 himself and similarly situated Aggrieved Employees in the capacity as a private attorney
20 general pursuant to the Private Attorneys General Act of 2004, California Labor Code
21 section 2398, *et seq.* (“PAGA”).

22 79. PAGA specifically provides for a private right of action to recover civil
23 penalties for violations of the Labor Code as follows: “Notwithstanding any other provision
24 of law, any provision of this code that provides a civil penalty to be assessed and collected
25 by the Labor Workforce Development Agency or any of its departments, divisions,
26 commissions, boards, agencies, or employees, for a violation of this code, may, as an
27 alternative, be recovered through a civil action brought by an aggrieved employee on behalf
28 of himself or herself and other current or former employees pursuant to the procedures

1 specified in Section 2699.3.” California Labor Code § 2699(a).

2 80. Plaintiff was employed by Defendants, and the Labor Code violations alleged
3 above were committed against him during the time of his employment. Plaintiff and the
4 other individuals who work (or have worked) for Defendants as Drivers at any time since
5 October 12, 2022, are therefore “Aggrieved Employees” as defined by California Labor
6 Code section 2699(c) in that they are all current or former employees of Defendants, and
7 one or more of the alleged violations were committed against them.

8 81. Plaintiff alleges that Defendants committed against the Aggrieved
9 Employees the same Labor Code violation that Defendants committed against Plaintiff as
10 alleged herein.

11 82. During all times relevant to this Action, Defendant has routinely subjected
12 Plaintiff and the Aggrieved Employees to violations of the California Labor Code by:

- 13 a. Willful misclassification of Plaintiff and the Aggrieved Employees as
14 independent contractors under Labor Code § 226.8;
- 15 b. Failure to pay Plaintiff and the Aggrieved Employees all earned minimum
16 wage compensation in violation of Labor Code §§ 1194 and 1197 *et seq.*;
- 17 c. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
18 during employment in violation of Labor Code § 204;
- 19 d. Failing to timely pay Plaintiff and the Aggrieved Employees final wages in
20 violation of Labor Code §§ 201 and 202.
- 21 e. Failing to pay waiting time penalties in violation of Labor Code § 203;
- 22 f. Making unauthorized deductions from the wages of Plaintiff and the
23 Aggrieved employees in violation of Labor Code § 221.
- 24 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete,
25 accurate itemized wage statements in violation of Labor Code § 226(a);
- 26 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
27 Employees’ work periods, meal periods, total daily hours, hours per pay
28

1 period, total wages and compensation, and applicable pay rates in violation of
2 Labor Code § 1174(d) and the applicable IWC Wage Order;

- 3 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
4 business-related expenses in violation of Labor Code§ 2802.

5 83. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
6 individually and on behalf of the Aggrieved Employees and the State of California, requests
7 and is entitled to recover penalties against Defendants for the Labor Code violations
8 described above, including but not limited to penalties under California Code of
9 Regulations Title section 11040, and penalties under California Labor Code sections 2699,
10 226.8, 558, 210, 225.5, 1197.1, 226, 226.3, 1174.5, and 1197.1, and any and all additional
11 penalties and sums as provided by the California Labor Code and/or other statutes. The
12 exact amount of applicable penalties, in all, is in an amount to be shown according to proof
13 at trial.

14 84. Plaintiff has exhausted his administrative remedies pursuant to Labor Code
15 section 2699.3. On October 12, 2023, Plaintiff's counsel submitted, via online filing with
16 the LWDA and certified mail to Defendants, notice of the specific provisions of the Labor
17 Code and IWC Wage Orders that Defendants have violated, including the facts and theories
18 that support those violations, and of Plaintiff's intent to bring a claim for civil penalties
19 under PAGA. Plaintiff also paid the filing fee required by Labor Code section 2699.3. As of
20 the filing of this Complaint, more than 65 days have elapsed since the filing of the notice,
21 and the LWDA has not indicated that it intends to investigate the violations discussed in
22 the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for
23 himself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

24 85. Plaintiff was compelled to retain the services of counsel to file this Action to
25 protect his interests and those of the Aggrieved Employees, and to assess and collect the
26 civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable
27 attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any other
28 applicable statute.

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1 statements, and for failing to provide wage statements that reflect the non-productive work
2 time;

3 101. For actual damages according to proof;

4 102. For statutory penalties under Labor Code Section 226(e);

5 103. For attorneys' fees and costs pursuant to Labor Code Sections 226(e) and
6 226(h); and

7 104. For such other and further relief as the Court may deem just and proper.

8 **As to the Fifth Cause of Action**

9 105. That the Court declare, adjudge and decree that Defendants violated Labor
10 Code Section 2802 by failing to reimburse Plaintiff for all necessary business expenses;

11 106. For actual damages according to proof;

12 107. For interest accrued from the date(s) on which Plaintiff incurred expenses;

13 108. For attorneys' fees and costs pursuant to Labor Code section 2802(c); and

14 109. For such other and further relief as the Court may deem just and proper.

15 **As to the Sixth Cause of Action**

16 110. Plaintiff, individually, and on behalf of all other Aggrieved Employees, and as
17 a private attorney general, prays for relief and judgment against Defendants, jointly and
18 severally, as follows.

19 a. That the Court declare, adjudge, and decree that Defendants violated the following
20 Labor Code sections against the Aggrieved employees: 226.8, 1194, 1197, 1197.1,
21 1174, 201, 202, 204, 226(a), 226.2, 221, and 2802; and

22 b. That the Court impose civil penalties pursuant to California Labor Code §§ 2699,
23 1197.1, 226.8, 210, 225.5, 558, 1197.1, 226, 226.3, 1174.5, and all other penalties
24 allowed by the California Labor Code and/or other applicable statutes;

25 c. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of the California
26 Labor Code; and

27 d. For such other relief as the court deems just and proper.
28

1 Dated: January 3, 2024

Respectfully submitted,
ADVANTAGE ADVOCATES, P.C.

2
3 By: 
4 Amy S. Ramsey
5 Attorney for Plaintiff
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