

MARALLE MESSRELIAN (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Brand Blvd., Ste 2000
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Assigned for All Purposes
Judge Randall J. Sherman
Dept. CX105

Attorneys for Plaintiff,
RODRIGO LOPEZ PANIAGUA, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(UNLIMITED JURISDICTION)

RODRIGO LOPEZ PANIAGUA, on behalf of
himself and all others similarly situated, and
the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

PRESTIGE PROPERTY SERVICES, INC.;
and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 30-2024-01380463-CU-OE-CXC

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 8) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, RODRIGO LOPEZ PANIAGUA (hereafter “Plaintiff”), on behalf of himself
2 and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order Nos. 4-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against PRESTIGE
7 PROPERTY SERVICES, INC. and DOES 1 to 25, inclusive (collectively “PRESTIGE” or
8 “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements; and

20 (H) Timely pay wages during and upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

23 **II. THE PARTIES**

24 3. Plaintiff Rodrigo Lopez Paniagua is a resident of Anaheim, California. At all
25 relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
26 Regulations Section 11040 and an “Aggrieved Employee” within the meaning of Labor Code
27 Section 2699(c).

28 4. At all times mentioned herein, Defendant Prestige Property Services, Inc. is and

1 was a California corporation, located at 4887 E La Palma Ave Ste 708, Anaheim, CA 92807,
2 and which employed Plaintiff. As such, it is a citizen of California based on Plaintiff's
3 information and belief.

4 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
5 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
6 is informed and believes and thereon alleges that said defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
8 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
9 defendants when ascertained.

10 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
12 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
13 and scope of such agency or employment, and with the approval and ratification of each of the
14 other Defendants.

15 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
17 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
18 Members or otherwise complying with their rights in accordance with applicable California
19 labor laws as alleged herein.

20 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
21 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
22 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
23 below-described class in accordance with applicable laws as alleged herein.

24 **III. CLASS ALLEGATIONS**

25 9. This action has been brought and may be maintained as a class action pursuant
26 to California Code of Civil Procedure section 382 because there is a well-defined community
27 of interest among the persons who comprise the readily ascertainable class defined below and
28 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case

1 as a class action.

2 10. **Class Definition:** The Class is defined as follows: All persons Defendants
3 employed in California as hourly, non-exempt employees, at any time during the period
4 beginning four years prior to the filing of this action and ending on the date that final judgment
5 is entered in this action (“Class” or “Class Members”).

6 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
7 the right to amend or modify the class definition with greater specificity, by further division
8 into subclasses and/or by limitation to particular issues.

9 12. **Numerosity:** The Class Members are so numerous that the individual joinder
10 of each individual Class Member is impractical. While Plaintiff does not currently know the
11 exact number of Class Members, Plaintiff is informed and believes that the actual number
12 exceeds the minimum required for numerosity under California laws.

13 13. **Commonality and Predominance:** Common questions of law and fact exist as
14 to all Class Members and predominate over any questions which affect only individual Class
15 Members. These questions include, but are not limited to:

16 A. Whether Defendants failed to pay all wages earned to Class Members for
17 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
18 meal period premium and rest period premium wages;

19 B. Whether Defendants failed to provide the Class Members with all meal
20 periods in compliance with California law;

21 C. Whether Defendants failed to authorize and permit the Class Members to
22 take all rest periods in compliance with California law;

23 D. Whether Defendants failed to indemnify the Class Members for the
24 reasonable expenses they incurred during the course of performing their duties;

25 E. Whether Defendants knowingly and intentionally failed to provide the
26 class with accurate and complete itemized wage statements;

27 F. Whether Defendants willfully failed to provide the class with timely
28 wages during and upon termination of employment;

1 G. Whether Defendants engaged in unfair competition within the meaning of
2 Business and Professions Code sections 17200, et seq., with respect to the Class; and

3 H. Whether Class Members are entitled to restitution of money or property
4 that Defendants may have acquired from them through alleged Labor Code violations.

5 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
6 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
7 practice, or lack thereof, which resulted in Defendants failing to comply with the California
8 Labor Code, the Wage Order, and the Business and Professions Code.

9 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
10 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of
11 absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of
12 Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class
13 Members.

14 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
15 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
16 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
17 on behalf of Plaintiff and absent Class Members.

18 17. **Superiority:** A class action is vastly superior to other available means for fair
19 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
20 the Court. Class action treatment will allow a number of similarly situated persons to
21 simultaneously and efficiently prosecute their common claims in a single forum without the
22 unnecessary duplication of effort and expense that numerous individual actions would entail.
23 In addition, the monetary amounts due to many individual Class Members are likely to be
24 relatively small and would thus make it difficult, if not impossible, for individual Class
25 Members to both seek and obtain relief. Moreover, a class action will serve an important
26 public interest by permitting Class Members to effectively pursue the recovery of monies
27 owed to them. Further, a class action will prevent the potential for inconsistent or
28 contradictory judgments inherent in individual litigation.

1 **IV. STATEMENT OF FACTS**

2 18. Wage Order 4-2001 applies to “all persons employed in professional, technical,
3 clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission,
4 or other basis[.]” § 1. The Wage Order defines “Professional, Technical, Clerical, Mechanical,
5 and Similar Occupations” to include: “...porters and cleaners...and other related occupations
6 listed as professional, semiprofessional, technical, clerical, mechanical, and kindred
7 occupations.”§ 2(O). At all relevant times during the applicable limitations period, PRESTIGE
8 was engaged in providing janitorial services and employed Plaintiff and the other Class
9 Members as cleaners/janitors. Accordingly, Plaintiff and the Class Members are entitled to the
10 protections afforded by the Wage Order.

11 19. PRESTIGE first began to employ Plaintiff on or around August 31, 2022 as a
12 “day porter” to work at the Wilshire Westmont property located at 278 N. Wilshire Ave. in
13 Anaheim, California. Throughout his employment tenure, Plaintiff was scheduled to work
14 Monday through Friday from approximately 8:00 a.m. to 4:00 p.m., or later. Plaintiff’s
15 employment ended on or around November 13, 2023.

16 20. At all relevant times, PRESTIGE issued wages to Plaintiff and all of the other
17 Class Members on a semi-monthly basis and paid them by the hour. At all relevant times,
18 PRESTIGE classified Plaintiff and all of the other Class Members as non-exempt employees
19 entitled to the protections of the Labor Code and the Wage Order. Plaintiff’s latest rate of pay
20 was approximately \$16.00 per hour.

21 21. PRESTIGE failed to pay Plaintiff and the other Class Members for all time
22 worked or subject to its control. Plaintiff and the other Class Members consistently worked
23 “off the clock” in that the company had a policy and practice of rounding down work hours
24 and “time shaving” which led to Plaintiff Class Members not being paid for all hours worked,
25 which would include the minimum wage. The company actually did not have a formal
26 timekeeping system and utilized written time sheets and would not only round down but
27 would also shave off hours from the actual timesheets, resulting in less pay for Plaintiff Class
28 Members and also constituting a minimum wage violation. Throughout his employment,

1 Plaintiff would start working prior to 8:00 a.m. and continue working well past 4:00 p.m.,
2 sometimes as late as 7:00/7:30 p.m. Furthermore, and to the extent that Plaintiff and Class
3 Members worked through their meal periods while “off the clock”, they were not compensated
4 for all hours worked, which would be akin to a minimum wage violation. “Off the clock” work
5 also included Plaintiff receiving phone calls or text message on his personal cell phone from
6 management, including his supervisor Marco Cruz before or after his shifts to discuss work-
7 related issues.

8 22. Due to the above “off the clock” violations, PRESTIGE failed to pay Plaintiff
9 and the Class Members properly-calculated overtime wages. Plaintiff’s and the Class
10 Members’ actual work hours, which included the “off the clock” work as described above,
11 entitled them to overtime, however, it was not company policy to keep accurate track of all
12 hours worked and to pay employees the accurate amount of overtime, especially since the “off
13 the clock” work was not factored into the equation. Furthermore, any incentive payments
14 and/or bonus payments were not factored into employees’ regular rate of pay for purposes of
15 deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments
16 were not factored into the correct meal and rest break premium pay per *Ferra v. Loews*
17 *Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

18 23. PRESTIGE failed to provide all compliant meal periods and authorize and
19 permit all compliant rest periods to which Plaintiff and the other Class Members were entitled.
20 Plaintiff and the other Class Members were entitled to take off-duty, uninterrupted 30-minute
21 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
22 periods for every four hours or major fraction thereof worked. Due to the workload, Plaintiff
23 and the Class Members would not be able to take timely, uninterrupted meal periods before
24 the 5th hour or 10th hour worked. On information and belief, PRESTIGE did not keep track of
25 Plaintiff’s and the Class Members’ meal periods. Per *Donohue v. AMN Services, LLC*, (2021)
26 11 Cal.5th 58, where time records do not facially show an employee took a compliant meal
27 period, a rebuttable presumption arises that the employer failed to provide it, giving rise to a
28 meal period violation. Even when Plaintiff would be on his meal break, outside technicians

1 and residents of the property would often interrupt him with questions or requests for
2 assistance. Similarly, Plaintiff and the other Class Members were not able to take their 10-
3 minute rest breaks due to the work load. As such, the culture as well as the policies and
4 procedures of PRESTIGE did not lend itself to the employees receiving consistent and timely
5 statutory rest breaks and meal breaks wherein they were relieved of all work duties. On
6 information and belief, PRESTIGE did not provide premium wages for these meal and rest
7 break violations; if PRESTIGE did provide premium wages, they were not paid at the correct
8 rate, as explained above.

9 24. PRESTIGE failed to reimburse Plaintiff and the other Class Members for
10 business expenses they incurred in direct consequence of the discharge of their duties.
11 PRESTIGE required Plaintiff and the other Class Members to use their own personal cell
12 phones to communicate with ownership/management concerning work matters. Throughout
13 his employment, Plaintiff also purchased a pressure washer, a vacuum, hoses, and cleaning
14 supplies, among others, to perform his work. However, PRESTIGE did not provide Plaintiff
15 and the others with these items and did not reimburse Plaintiff and the other Class Members
16 for these supplies and mobile phone expenses. Accordingly, PRESTIGE was in violation of
17 California Labor Code sections 2800 and 2802.

18 25. PRESTIGE failed to pay its employees all wages due to them within any time
19 period specified by California Labor Code section 204, including the minimum wages and
20 overtime as described above as well as meal/rest break premiums.

21 26. PRESTIGE did not provide Plaintiff and the other Class Members accurate,
22 itemized wage statements. Wage statements must include all hours worked, overtime hours
23 worked, all applicable hourly rates, the correct legal name and correct address of employer
24 entity, gross wages earned, all deductions, net wages earned, reimbursement for business
25 expenses, the correct start and end of the applicable pay period, the employee ID numbers or
26 social security numbers, among other items. Labor Code § 226(a)(2). PRESTIGE issued wage
27 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
28 number of hours worked at each hourly rate because of PRESTIGE's failure to properly pay

1 wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). PRESTIGE's failure to
2 maintain accurate records as to the hours worked daily by employees also constitutes a
3 violation of Labor Code section 1174(d).

4 27. Finally, because PRESTIGE did not properly pay all wages earned as explained
5 herein, PRESTIGE also failed to pay final wages owed to Plaintiff and the other Class
6 Members in violation of Labor Code section 203. These earned but unpaid wages include
7 minimum wages and compensation for all hours worked, overtime compensation, and
8 premium pay for missed meal and rest breaks, among others.

9 28. Moreover, PRESTIGE failed to provide paid sick leave and/or correctly
10 calculated sick leave wages to Plaintiff and the other Class Members and failed to provide
11 Plaintiff and all of the other Class Members with statements of sick leave available, or paid
12 time off in lieu of sick leave, in violation of Labor Code sections 233 and 246. PRESTIGE has
13 also violated Labor Code section 558 and engaged in business practices which violate
14 Business and Professions Code Section 17200.

15 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
16 unlawful practices and policies, Plaintiff and the Class Members were:

- 17 A. Not provided with all off duty meal periods;
- 18 B. Not authorized and permitted to take all rest break periods;
- 19 C. Not paid one hour's pay for each workday in which Defendants failed to
20 authorize and permit them to take one or more timely rest periods;
- 21 D. Not paid one hour's pay for each workday in which Defendants failed to
22 provide them with one or more timely meal periods;
- 23 E. Not paid all wages earned, including, but not limited to, minimum,
24 regular, overtime, and doubletime wages for work performed while clocked out;
- 25 F. Not indemnified for all necessary business expenditures incurred during
26 the discharge of their duties;
- 27 G. Not provided with accurate and complete wage statements; and

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1 H. Not timely paid all earned and unpaid wages at the time their
2 employment ended.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

5 **AT THE CORRECT RATES OF PAY**

6 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

8 30. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

9 31. At all relevant times, Plaintiff and the Class Members have been employees of
10 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
11 1197, and 1198, and the Wage Order.

12 32. Section 2(K) of Wage Order 4-2001, respectively, define “hours worked” as “the
13 time during which an employee is subject to the control of an employer, and includes all the
14 time the employee is suffered or permitted to work, whether or not required to do so.”

15 33. Section 3 of the Wage Order states:

16 **(A) Daily Overtime - General Provisions**

17 (1) The following overtime provisions are applicable to
18 employees 18 years of age or over and to employees 16 or
19 17 years of age who are not required by law to attend
20 school and are not otherwise prohibited by law from
21 engaging in the subject work. Such employees shall not
22 be employed more than eight (8) hours in any workday or
23 more than 40 hours in any workweek unless the employee
24 receives one and one-half (1 ½) times such employee’s
25 regular rate of pay for all hours worked over 40 hours in
26 the workweek. Eight (8) hours of labor constitutes a day’s
27 work. Employment beyond eight (8) hours in any
28 workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for
such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in
any workday, and for the first eight (8) hours
worked on the seventh (7th) consecutive day of

work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

34. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

35. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

36. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

37. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

38. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

39. In conjunction, these provisions of the California Labor Code require employers

1 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
2 for all hours worked, including unrecorded hours when the employer knew or reasonably should
3 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
4 *Co.* (2000) 22 Cal.4th 575, 585.)

5 40. With respect to overtime wages, the regular rate of pay under California law
6 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
7 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
8 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
9 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
10 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
11 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

12 41. As described above, at all relevant times during the applicable limitations
13 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
14 including, but not limited to minimum, regular, overtime and doubletime wages for all
15 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
16 correct rates of pay.

17 42. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
18 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
19 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
20 rates of pay as required by California law.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST BREAKS**

23 **(Lab. Code §§ 226.7 and 1198)**

24 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

25 43. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

26 44. At all relevant times during the applicable limitations period, Plaintiff and the
27 Class Members have been employees of Defendants and entitled to the benefits and
28 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

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45. In relevant part, Labor Code § 1198 states,
“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

46. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

47. In addition, Labor Code Section 226.7 states

(b) 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, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

48. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or

1 major fraction thereof.

2 49. Defendants intentionally failed to authorize and permit Plaintiff and the Class
3 Members to take all 10-minute rest periods free from any work duties in accordance with the
4 Wage Order.

5 50. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
6 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
7 wages to Plaintiff and the Class Members for days on which they failed to authorize and
8 permit Plaintiff and the other Class Members to take timely rest periods.

9 51. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
10 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
11 major fraction thereof. Defendants did not seek an exemption from the rest period protections
12 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
13 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
14 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
15 major fraction thereof.

16 52. Plaintiff is informed and believes and thereon alleges that, at all relevant times
17 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
18 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
19 Members to take all rest breaks required by California law.

20 53. Defendants failed to provide Plaintiff with all required rest breaks in
21 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
22 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
23 lack of a policy which resulted in Defendants not providing the Class Members with all rest
24 breaks required by California law.

25 54. Defendants failed to pay Plaintiff the additional wages required by California
26 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
27 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
28 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not

1 providing the Class Members with additional wages for all rest breaks not provided to them as
2 required by California Labor Code § 226.7.

3 55. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
4 have suffered damages in amounts subject to proof to the extent they were not paid additional
5 wages owed for all rest breaks not provided to them.

6 56. By reason of the above, Plaintiff and the Class Members are entitled to
7 premium wages for workdays in which one or more rest breaks were not provided to them
8 pursuant to California Labor Code § 226.7.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE MEAL PERIODS**

11 **(Lab. Code §§ 226.7, 512, and 1198)**

12 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

13 57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 58. At all relevant times during the applicable limitations period, Plaintiff and the
15 Class Members have been employees of Defendants and entitled to the benefits and
16 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

17 59. In relevant part, Labor Code § 1198 states,

18 "The maximum hours of work and the standard conditions of labor
19 fixed by the commission shall be the maximum hours of work and the
20 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

21 60. In relevant part, Labor Code Section 512 states

22 "An employer may not employ an employee for a work period of more
23 than five hours per day without providing the employee with a meal
24 period of not less than 30 minutes, except that if the total work period
25 per day of the employee is no more than six hours, the meal period may
26 be waived by mutual consent of both the employer and employee. An
27 employer may not employ an employee for a work period of more than
28 10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal
period was not waived."

1 61. In relevant part, Section 11 of the Wage Order states:

2 Meal Periods:

3 (A) No employer shall employ any person for a work period of more
4 than five (5) hours without a meal period of not less than 30
5 minutes, except that when a work period of not more than six (6)
6 hours will complete the day's work the meal period may be
7 waived by mutual consent of the employer and the employee...

8 (B) If an employer fails to provide an employee a meal period in
9 accordance with the applicable provisions of this order, the
10 employer shall pay the employee one (1) hour of pay at the
11 employee's regular rate of compensation for each workday that
12 the meal period is not provided.

13 62. In relevant part, California Labor Code § 226.7 states:

14 (b) An employer shall not require an employee to
15 work during a meal or rest period mandated pursuant to
16 an applicable statute, or applicable regulation, standard, or
17 order of the Industrial Welfare Commission, the
18 Occupational Safety and Health Standards Board, or the
19 Division of Occupational Safety and Health.

20 (c) If an employer fails to provide an employee a meal period
21 or rest period in accordance with a state law, including,
22 but not limited to, an applicable statute or applicable
23 regulation, standard, or order of the Industrial Welfare
24 Commission, the Occupational Safety and Health
25 Standards Board, or the Division of Occupational Safety
26 and Health, the employer shall pay the employee one
27 additional hour of pay at the employee's regular rate of
28 compensation for each work day that the meal or rest
 period is not provided.

 63. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
Class Members were entitled to be provided with uninterrupted meal periods of at least 30
minutes for each day they worked five or more hours. Pursuant to California Labor Code §
512, they were also entitled to a second 30-minute meal period when they worked more than
ten (10) hours in a workday.

 64. As described above, Defendants intentionally failed to provide Plaintiff and the
Class Members with all required 30-minute duty free meal periods in accordance with the

1 Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they
2 failed to provide Plaintiff and the other Class Members with timely meal periods.

3 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times
4 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
5 policy which resulted in Defendants not providing the and the Class Members with all off-duty
6 meal periods required by California law.

7 66. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
8 have suffered damages in amounts subject to proof to the extent they were not paid additional
9 wages owed for all meal periods not provided to them.

10 67. By reason of the above, Plaintiff and the Class Members are entitled to
11 premium wages for workdays in which one or more meal periods were not provided to them
12 pursuant to California Labor Code § 226.7.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY**

15 **(Lab. Code §§ 1198 & 2802)**

16 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

17 68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 69. At all relevant times, Plaintiff and the Class Members were employees of
19 Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198
20 and 2802, and the Wage Order.

21 70. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
22 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
23 direct consequence of the discharge of his or her duties." Additionally, the Wage Order states,

24
25 (A) When uniforms are required by the employer to be worn by the employee as
26 a condition of employment, such uniforms shall be provided and maintained by
the employer.

27 ...

28 (B) When tools or equipment are required by the employer or are necessary to
the performance of a job, such tools and equipment shall be provided and

maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

Wage Order, § 9(A) and (B).

71. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

72. As described above, at all relevant times, PRESTIGE required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties, including but not limited to purchase of equipment, cleaning supplies, as well as use of their own personal mobile phones. However, PRESTIGE did not provide these items and did not reimburse Plaintiff and the Class Members for these business expenses.

73. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

74. Accordingly, with respect to this cause of action, on behalf of himself and the Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys' fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

76. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose

1 compensation is solely based on a salary and who is exempt from payment of overtime under
2 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

3 C. The number of piece rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis;

5 D. All deductions, provided that all deductions made on written orders of the
6 Employee may be aggregated and shown as one item;

7 E. Net wages earned;

8 F. The inclusive dates of the period for which the employee is paid;

9 G. The name of the employee and his or her social security number, except
10 that by January 1, 2008, only the last four digits of his or her social security number or an
11 employee identification number other than a social security number may be shown on the
12 itemized statement;

13 H. The name and address of the legal entity that is the employer; and

14 I. All applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 77. Pursuant to California Labor Code § 226, an employee is deemed to suffer
17 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
18 suffer injury if the employer fails to provide accurate and complete information as required by
19 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
20 from the wage statement alone one or more of the following:

21 A. The amount of the gross wages or net wages paid to the employee during
22 the pay period or any of the other information required to be provided on the itemized wage
23 statement pursuant to California Labor Code § 226(a);

24 B. Which deductions the employer made from gross wages to determine the
25 net wages paid to the employee during the pay period;

26 C. The name and address of the employer and, if the employer is a farm
27 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
28 name and address of the legal entity that secured the services of the employer during the pay

1 period;

2 D. The name of the employee and only the last four digits of his or her social
3 security number or an employee identification number other than a social security number; and

4 E. The number of piece-rate units earned and the piece rate.

5 78. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
6 means a reasonable person would be able to readily ascertain the information without
7 reference to other documents or information.

8 79. As alleged herein, at all relevant times during the applicable limitations period,
9 Defendants violated California Labor Code section 226 because they did not properly and
10 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
11 worked, the corresponding number of hours worked at each rate by the employee and other
12 requirements of California Labor Code section 226. Defendants failed to state in the wage
13 statements they issued to Plaintiff and the other Class Members all their hours worked and
14 wages earned, including, but not limited to, regular and overtime wages for work they
15 performed off-the-clock after clocking-out (as described above). Defendants knowingly and
16 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
17 employee’s wages, or separately if wages are paid by personal check or cash, statements to
18 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages
19 earned, all regular wages earned, all meal period premium wages earned, all rest break
20 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
21 worked at each rate of pay.

22 80. Defendants’ failure to provide Plaintiff and the other Class Members with
23 accurate wage statements was knowing and intentional. Defendants had the ability to provide
24 Plaintiff and the other Class Members with accurate wage statements but intentionally
25 provided wage statements that Defendants knew were not accurate.

26 81. As a result of being provided with inaccurate wage statements by Defendants,
27 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
28 accurate wage statements were violated and they were misled about the amount of wages they

1 had actually earned and were owed. In addition, the absence of accurate information on their
2 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
3 required discovery and mathematical computations to determine the amounts of wages owed,
4 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
5 led to the submission of inaccurate information about wages to state and federal government
6 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
7 wage statements whether Defendants complied with their obligations under California Labor
8 Code section 226(a).

9 82. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
10 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
11 period in which a violation of California Labor Code § 226(a) occurred and one hundred
12 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
13 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
14 entitled to an award of costs and reasonable attorneys' fees.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

17 **(California Labor Code Sections 201-203)**

18 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

19 83. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

20 84. At all relevant times during the applicable limitations period, Plaintiff and the
21 Class have been employees of Defendants and entitled to the benefits and protections of
22 California Labor Code §§ 201–203, and the Wage Order.

23 85. Labor Code § 201 provides that all earned and unpaid wages of an employee
24 who is discharged are due and payable immediately at the time of discharge.

25 86. Labor Code § 202 provides that all earned and unpaid wages of an employee
26 who quits after providing at least 72-hours notice before quitting are due and payable at the
27 time of quitting and that all earned and unpaid wages of an employee who quits without
28 providing at least 72-hours notice before quitting are due and payable within 72 hours.

1 87. Labor Code § 203 provides that the wages of an employee continue on a daily
2 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
3 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

4 88. The Defendants failed to pay Plaintiff and all of the other Class Members
5 whose employment ended all of the earned but unpaid wages described above by the
6 conclusion of their employment with Defendants, including minimum wages, regular wages,
7 overtime wages, unprovided meal period premium wages, and unprovided rest break premium
8 wages. Additionally, the Defendants failed to issue to Plaintiff and all of the other Class
9 members whose employment ended their final paychecks within the required time periods.

10 89. By failing to pay such earned wages to Plaintiff and the Class Members,
11 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
12 § 201 or § 202.

13 90. Plaintiff is informed and believes that Defendants' failures to timely pay
14 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
15 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
16 practices that violate the requirements of the Labor Code and the Wage Order, even though at
17 all relevant times, they have had the ability to comply with those legal requirements.

18 91. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf
19 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
20 penalties for each Class Member.

21 **SEVENTH CAUSE OF ACTION**

22 **CIVIL PENALTIES**

23 **(Lab. Code §§ 2698, *et seq.*)**

24 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

25 92. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

26 93. The "Aggrieved Employees" are all members of the Class defined above who
27 Defendants employed during the period beginning November 25, 2022 and ending on the date
28 that final judgment is entered in this action.

1 94. Labor Code § 204 states

2 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
3 or 204.2, earned by any person in any employment are due and payable twice
4 during each calendar month, on days designated in advance by the employer as
5 the regular paydays. Labor performed between the 1st and 15th days, inclusive,
6 of any calendar month shall be paid for between the 16th and the 26th day of the
7 month during which the labor was performed, and labor performed between the
8 16th and the last day, inclusive, of any calendar month, shall be paid for
9 between the 1st and 10th day of the following month. ...

10 (b) (1) Notwithstanding any other provision of this section, all wages
11 earned for labor in excess of the normal work period shall be paid no later than
12 the payday for the next regular payroll period.

13 (2) An employer is in compliance with the requirements of subdivision (a)
14 of Section 226 relating to total hours worked by the employee, if hours worked
15 in excess of the normal work period during the current pay period are itemized
16 as corrections on the paystub for the next regular pay period. Any corrections set
17 out in a subsequently issued paystub shall state the inclusive dates of the pay
18 period for which the employer is correcting its initial report of hours worked.

19 (c) However, when employees are covered by a collective bargaining
20 agreement that provides different pay arrangements, those arrangements shall
21 apply to the covered employees.

22 (d) The requirements of this section shall be deemed satisfied by the
23 payment of wages for weekly, biweekly, or semimonthly payroll if the wages
24 are paid not more than seven calendar days following the close of the payroll
25 period.

26 95. Defendants paid wages to employees on regular intervals. Defendants,
27 however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked.
28 On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved
29 Employees on such intervals for all wages earned and all hours worked.

30 96. Labor Code section 1174, which also pertains to recordkeeping, states:

31 Every person employing labor in this state shall

32 ...

33 (c) Keep a record showing the names and addresses of all employees employed
34 and the ages of all minors.

35 (d) Keep, at a central location in the state or at the plants or establishments at
36 which employees are employed, payroll records showing the hours worked
37 daily by and the wages paid to, and the number of piece-rate units earned by

1 and any applicable piece rate paid to, employees employed at the respective
2 plants or establishments. These records shall be kept in accordance with rules
3 established for this purpose by the commission, but in any case shall be kept on
4 file for not less than three years. An employer shall not prohibit an employee
from maintaining a personal record of hours worked, or, if paid on a piece-rate
basis, piece-rate units earned.

5 97. Defendants failed to compensate Plaintiff and all of the other Aggrieved
6 Employees for all hours worked at the correct rates of pay, including all minimum wages
7 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
8 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
9 net wages earned, and related compensation. As a result, Defendants have failed to accurately
10 maintain all records required by section 1174 and the Wage Order, including but not limited to
11 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
12 applicable hourly rates during each payroll period.

13 98. During the applicable time period, Defendants violated California Labor Code
14 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197,
15 1198, and 2802.

16 99. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
17 behalf of themselves and other current or former employees, to bring a civil action to recover
18 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

19 100. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
20 Members are entitled to recover civil penalties for each of the Defendants' violations of
21 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558,
22 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
23 following amounts:

24 A. For violations of California Labor Code § 204, one hundred dollars
25 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
26 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
27 established by California Labor Code § 210).

28 B. For violations of California Labor Code § 226(a), two hundred fifty

1 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
2 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
3 established by California Labor Code § 226.3).

4 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
5 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
6 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
7 established by California Labor Code § 558).

8 D. For violations of California Labor Code § 1174, five hundred dollars
9 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
10 California Labor Code § 1174.5).

11 E. For violations of California Labor Code § 1197, one hundred dollars
12 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
13 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
14 per pay period (regardless of whether the initial violations were intentionally committed)
15 (penalty amounts established by California Labor Code § 1197.1).

16 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
17 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
18 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
19 pay period for each subsequent violation (penalty amounts established by California Labor
20 Code § 2699(f)(2)).

21 101. Plaintiff has complied with the procedures for bringing suit specified in
22 California Labor Code § 2699.3. By letter dated November 25, 2023, Plaintiff filed written
23 notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written
24 notice by certified mail to Defendants of the specific provisions of the California Labor Code
25 alleged to have been violated, including the facts and theories to support the alleged violations.
26 Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has
27 failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but
28 Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it

1 does not intend to investigate these allegations.

2 102. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
3 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
4 connection with their claims for civil penalties.

5 **EIGHTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

8 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

9 103. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 104. At all relevant times during the applicable limitations period, Plaintiff and the
11 Class Members have been employees of Defendants and entitled to the benefits and
12 protections of the Business and Professions Code §§ 17200, *et seq.*

13 105. The unlawful conduct of Defendants alleged herein amounts to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200,
15 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
16 unfairly gained a competitive advantage over other comparable companies doing business in
17 California that comply with their legal obligations to compensate employees for all earned
18 wages.

19 106. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
20 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
21 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
22 meal period premium wages, missed rest period premium wages, equipment, cleaning
23 supplies, phone, and other expenses, and comparable money and property.

24 107. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
25 Class Members are entitled to restitution of all monies rightfully belonging to them that
26 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
27 business practices.

28 108. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in

1 connection with their unfair competition claims pursuant to California Code of Civil
2 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

3 **V. PRAYER FOR RELIEF**

4 109. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
5 for relief and judgment against Defendants as follows:

6 A. An order that the action be certified as a class action with respect to
7 Plaintiff's claims for violations of California law;

8 B. An order that Plaintiff be appointed class representative;

9 C. An order that counsel for Plaintiff be appointed class counsel;

10 D. Unpaid wages, including minimum, regular, overtime, double-time, split
11 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
12 time, and reporting time wages;

13 E. Liquidated damages;

14 F. Statutory penalties, including waiting time penalties;

15 G. Civil penalties;

16 H. Restitution;

17 I. Declaratory relief;

18 J. Actual damages;

19 K. Pre-judgment interest;

20 L. Costs of suit;

21 M. Reasonable attorneys' fees; and

22 N. Such other relief as the Court deems just and proper.

23 **VI. DEMAND FOR JURY TRIAL**

24 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
25 on all issues so triable.

26 Dated: February 21, 2024

MM LAW, APC

27 By Maralle Messrelian
28 Maralle Messrelian, Esq.
Attorneys for Plaintiff,
RODRIGO LOPEZ PANIAGUA,
and all others similarly situated