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Leonard Butler

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO**

LEONARD BUTLER, an individual,

Plaintiff,

v.

XXALER, INC. DBA LNDRY, a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 37-2023-00052006-CU-OE-CTL

[Assigned for all purposes to Hon. James A.
Mangione, Dept. C-75]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 6);**
- 2. FAILURE TO PAY MINIMUM WAGES DUE TO ROUNDING (Cal. Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 6)**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 6)**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 6);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code § 226; IWC Wage Order No. 6);**
- 6. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§ 201-203);**

7. **FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
8. **FAILURE TO PROVIDE UNIFORM AND MAINTENANCE ALLOWANCE (Cal. Labor Code §2802);**
9. **FAILURE TO PROVIDE PAID SICK DAYS (Cal. Labor Code §246);**
10. **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5);**
11. **UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.); and**
12. **PRIVATE ATTORNEY GENERAL ACT (PAGA)**

DEMAND FOR JURY TRIAL

All allegations in this First Amended Complaint are based upon information and belief except for those allegations that pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

LEONARD BUTLER (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by XXaler, Inc. dba LNDRY (“LNDRY” or “Defendant”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of himself and others similarly situated to recover wages from Defendant due to Defendant’s systematic failure to pay overtime wages, pay minimum wages due to rounding, provide meal and rest breaks (or pay the statutory compensation due), issue accurate wage statements, pay all wages upon termination, reimburse business expenses, provide uniform maintenance allowance, provide paid sick days and failure to allow inspection of employee records.

2. Plaintiffs have worked as drivers for Defendant in California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor costs.

1 3. Plaintiff, like his co-workers whom Defendant also employed during the
2 applicable limitations period, spent their workdays as drivers and other employees, under illegal
3 and highly regimented circumstances. That regimen results from Defendant's insistence to
4 strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all
5 labor costs, failing to pay overtime, failing to pay minimum wages due to rounding, refusing to
6 provide meal periods, refusing to provide rest breaks, not paying the required extra hour for
7 missed meal and rest breaks, failing to issue accurate wage statements, failing to pay all wages
8 on termination, failing to reimburse business expenses, failing to provide a uniform
9 maintenance allowance, failing to pay for sick days, failing to allow inspection of employee
10 records and by using other unlawful stratagems to ensure that labor costs remain artificially
11 low.

12 4. Plaintiff brings this class action to recover, among other things, wages and
13 penalties from unpaid wages earned and due, including but not limited to premium overtime
14 wages, minimum wages, late and missed rest break wages, wages due to discharged or quitting
15 employees, penalties for failure to provide accurate itemized wage statements, penalties for
16 failure to allow inspection of records, reimbursement of business expenses, reimbursement of
17 uniform maintenance allowance, accrued sick days and interest, attorneys' fees, costs, and
18 expenses.

19 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
20 himself and all members of the class to compensate these workers for the unpaid wages and to
21 protect current and future workers of Defendant from being subjected to similar wage theft and
22 otherwise unlawful working conditions.

23 6. Plaintiff also brings an action seeking relief for Defendant's violations of
24 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
25 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
26 business practices, as well as injunctive relief.

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8. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of San Diego and because Defendant owned and operated their businesses in the County of San Diego.

PLAINTIFF

- (a) An individual over age 18 and a resident of San Diego, California;
- (b) Employed as an hourly employee for Defendant in San Diego, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§510 and 1194 and the applicable Wage Orders;
- (d) Did not receive minimum wages due to illegal rounding in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and the applicable Wage Orders;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) When terminated from his employment, did not receive his final paycheck within the time limits prescribed by *Labor Code* §201;

- 1 (i) Was not reimbursed for business expenses as required by *Labor Code*
2 §2802;
3 (j) Was not provided a uniform maintenance allowance as required by *Labor*
4 *Code* §2802;
5 (k) Was not provided and paid for sick days as required by *Labor Code*
6 §246; and
7 (l) Was not allowed to inspect his employment records as required by *Labor*
8 *Code* §1198.5. Each of these was a violation of the *Labor Code*.

9 **DEFENDANT**

10 10. Plaintiff is informed and believes, and based on that information and belief,
11 alleges Defendant LNDRY is, and at all times mentioned herein was:

- 12 (a) A California corporation, with a principal place of business at 1105
13 Moreno Blvd., San Diego, California 92110. Defendant has been
14 authorized to do business and has been doing business in the County of
15 San Diego;
16 (b) The former employer of Plaintiff and the current and former employer of
17 the putative Class members;
18 (c) Paid Plaintiff and all Class Members on an hourly basis;
19 (d) Failed to pay Plaintiff and all putative Class members premium overtime
20 wages;
21 (e) Failed to pay Plaintiff and all putative Class members minimum wages
22 due to illegal rounding;
23 (f) Failed to provide Plaintiff and all putative Class members with meal and
24 rest periods, failed to provide Plaintiff and all putative Class Members
25 with accurate itemized wage statements and failed to issue final
26 paychecks timely to Plaintiff and all putative Class Members;
27 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
28 Members;

- 1 (h) Failed to provide a uniform maintenance allowance to Plaintiff and all
2 putative Class Members;
3 (i) Failed to provide and pay sick days to Plaintiff and all putative Class
4 Members; and
5 (j) Failed to allow Plaintiff and all putative Class Members to inspect
6 employment records. Each of these was a violation of the *Labor Code*.
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8 11. The true names and capacities, whether individual, corporate, subsidiary,
9 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
10 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
11 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
12 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

13 12. Plaintiff is informed and believes, and based on that information and belief
14 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
15 reside in or are authorized to do, or are otherwise doing, business in the State of California.
16 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
17 conduct business in the County of San Diego. Each of the Defendants DOES 1 through 100 was
18 the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter
19 ego and/or representative of one or more of the other Defendants named herein, and acting with
20 permission, authorization, and/or ratification and consent of the other Defendants.

21 13. Plaintiff is informed and believes, and based on that information and belief
22 alleges, that the Defendants named in this First Amended Complaint, including DOES 1
23 through 100, inclusive, are responsible in some manner for one or more of the events and
24 happenings that proximately caused the injuries and damages hereinafter alleged.

25 14. Plaintiff is informed and believes, and based on that information and belief
26 alleges, that Defendants named in this First Amended Complaint, including DOES 1 through
27 100, inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
28 employees of each of the other Defendants and that each Defendant was acting within the

1 course and scope of his, hers or its authority as the agent, servant and/or employee of each of
2 the other Defendants. Consequently, all of the Defendants are jointly and severally liable to the
3 Plaintiff, and the Class, for the damages sustained as a proximate result of their conduct.

4 15. Plaintiff is informed and believes, and based on that information and belief
5 alleges, that the Defendants named in this First Amended Complaint, including DOES 1
6 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together
7 among themselves and entered into a combination and systemized campaign of activity to *inter*
8 *alia* damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
9 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
10 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
11 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
12 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
13 the actions of one Defendant were accomplished in concert with, and with the knowledge,
14 ratification, authorization and approval of each of the other Defendants.

15 **CLASS ALLEGATIONS**

16 **A. The Definition of the Class**

17 16. The class ("the Class") is defined as follows:

- 18 (a) "All current and former employees who were hourly paid employees of
19 Defendant and worked for Defendant in California at any time during the
20 period commencing on the date that is four (4) years prior to the filing of the
21 original Complaint and continuing through the present date (the "Class
22 Period")."
- 23 (b) "All persons who were hourly paid employees of Defendant and worked for
24 Defendant in California and left the employ of Defendant at any time during
25 the period commencing on the date that is within one (1) year prior to the
26 filing of the original Complaint and continuing through the present date (the
27 "Class Period")."
- 28

1 17. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
2 amend or modify the Class description with greater specificity or further division into
3 subclasses or limitation to particular issues.

4 **B. Maintenance of the Action**

5 18. Plaintiff brings this action individually and on behalf of himself and as
6 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
7 and 17204 and *Code of Civil Procedure* § 382.

8 **C. The Class Requisites**

9 19. At all material times, Plaintiff was a member of the class.

10 20. The Class action meets the statutory prerequisites for maintaining a class action
11 under Code of Civil Procedure § 382 in that:

- 12 (a) The persons who comprise the class are so numerous that the joinder of all
13 those persons is impracticable and the disposition of their claims as a Class
14 will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this First Amended Complaint are common to the class
17 and will apply uniformly to every Class member;
- 18 (c) The claims of the representative Plaintiff are typical of the claims of each
19 Class member. Plaintiff, like all Class members, has sustained damages
20 arising from Defendant's violations of the laws of the State of California.
21 Plaintiff, and the Class members, were and are similarly or identically
22 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
23 pattern of misconduct engaged in by the Defendant;
- 24 (d) The representative Plaintiff has, and will continue to, fairly and adequately
25 represent and protect the interests of the class and has retained counsel who
26 are competent and experienced in class action litigation. There are no
27 material conflicts between the claims of the representative Plaintiff and the
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Class members that would make class certification inappropriate. Counsel
for the Class will vigorously assert the claims of all Class members.

21. The persons who comprise the class are so numerous that joining all of them is
impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
will fairly and adequately protect the interests of the class he seeks to represent. Plaintiff does
not have any interests that are antagonistic to the class he seeks to represent. Counsel for
Plaintiff are experienced, qualified and generally able to conduct complex class action
litigation.

22. The Court should permit the action to be maintained as a class action under *Code
of Civil Procedure* § 382 because:

- (a) The questions of law and fact common to the class predominate over any
question affecting only individual members;
- (b) A class action is superior to any other available method for fairly and
efficiently adjudicating the claims of the class;
- (c) The Class members are so numerous that it is impractical to bring all of
them before the Court;
- (d) Plaintiff and other Class members will not be able to obtain effective and
economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and
equitable relief for the statutory violations, and in obtaining adequate
compensation for the damages and injuries for which Defendant is
responsible in an amount sufficient to adequately compensate the Class
members;
- (f) Without Class certification, the prosecution of separate actions by
individual Class members would create a risk of:

- 1 i. Inconsistent or varying adjudications for individual Class
2 members that would establish incompatible standards of conduct
3 for Defendant; and/or,
4 ii. Adjudication for individual Class members that would, as a
5 practical matter, dispose of other non-party members' interests, or
6 that would substantially impair or impede the non-parties' ability to
7 protect their interests, by, for example, potentially exhausting the
8 funds available from Defendant, and

9 (g) Defendant has acted or refused to act on grounds generally applicable to
10 the Classes, making final injunctive relief appropriate for the class, as a
11 whole.

12 23. Plaintiff contemplates eventually issuing notice to the proposed Class Members
13 that would set forth the subject and nature of the action. The Defendant's own business records
14 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any
15 further notice may be required, Plaintiff would contemplate using additional media and/or
16 mailing.

17 **GENERAL ALLEGATIONS**

18 24. At all times material hereto, Defendant has been and is, a laundry pick-up and
19 drop-off service company operating in California.

20 25. Plaintiff and members of the class were employed as Drivers and other
21 employees in California at various times during the Class Period.

22 **THE CONDUCT**

23 26. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
24 Plaintiff and members of the Class wages and compensation owed under California law.

25 27. Starting on or about March 12, 2023, and continuing to April 18, 2023,
26 Defendant employed Plaintiff on an hourly basis as a Driver at LNDRY in San Diego,
27 California.

28 28. While employed by Defendant as a Driver, Plaintiff was paid \$17.00 per hour.

1 29. The employment by Defendant of the Class Members, and each them, is
2 governed by Industrial Welfare Commission *Wage Order* 6, which covers those persons
3 employed in the Laundry, Linen Supply, Dry Cleaning and Dyeing industry.

4 30. Under California law, non-exempt employees as defined by *Wage Order* 6, are
5 entitled to premium wages for overtime worked, minimum wages, a 30-minute lunch period for
6 each 10 hours worked, a 10-minute paid rest break for every four hours worked, or major
7 fraction thereof. Non-exempt employees are also entitled to one hour pay at their regular pay
8 rate for each day the requisite rest and/or meal periods are not provided.

9 31. Here, at all times during the relevant time period, Plaintiff and the Class
10 routinely worked schedules such that they were due pay at overtime rates. During this period, it
11 was the practice and policy of Defendant to not pay employees at appropriate overtime time
12 rates. Monies for unpaid overtime remain due and owing.

13 32. Plaintiff and Class members regularly performed work off-the-clock before their
14 shifts and were not paid therefor. Plaintiff and Class members routinely arrived to work early, at
15 least 9 minutes, before the start of their shifts, but were not reimbursed for their pre-shift work.
16 During that time, Plaintiff and Class members immediately checked their routes, assessed
17 whether the clothes were loaded in the proper order and checked the totes and boxes.

18 33. Plaintiff and Class members were routinely not paid minimum wages due to
19 rounding. Plaintiff and Class members' hours were unlawfully round down or "shaved" by
20 Defendant such that they were not paid for all hours worked. Defendant's electronic time clock
21 rounded the time to the shift start time, not the actual time that employees arrived to work and
22 began working. Further, management employees of Defendant changed employees' time
23 records after they were entered to reflect shift start/stop times, not the actual hours worked.

24 34. Plaintiff and Class members were routinely not afforded uninterrupted meal
25 breaks. Plaintiff and Class members were required to carry their work cell phones during
26 working hours and to keep the phones on during their meal breaks.

27 35. Plaintiff and Class members were never afforded any rest breaks.
28

36. As a result of Defendant's failure to pay employees at required overtime rates, minimum wages due to rounding and afford meal/rest breaks, the wage statements issued to the employees did not comply with *Labor Code* §226 and *California Industrial Welfare Commission* ("IWC") *Wage Order* 6 in that they did not accurately reflect all wages earned and due and owing.

37. As a further result of Defendant's failure to pay employees at required overtime rates, minimum wages due to rounding and afford meal/rest breaks, when the employees left their employ, they were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and *Wage Order* 6. Further, it was the practice of Defendant to not pay employees the final paychecks within the time periods mandated by *Labor Code* §§201, 202 and *Wage Order* 6.

38. Here, Defendant required Plaintiff and the Class to use their personal cell phones for work-related purposes, but failed to reimburse them for such use.

39. Defendant failed to reimburse Plaintiff and Class members for uniform maintenance. Defendant required Plaintiff and Class members to wear a uniform, such as a company shirt, but failed to clean and maintain the uniforms. Plaintiff and Class members were required to clean and maintain their uniforms themselves.

40. Defendant failed to provide and pay Plaintiff and Class members their sick days.

41. Defendant failed to allow Plaintiff and Class members to inspect their personnel records.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(Labor Code §§510, 558, 1194.3 and Wage Order 6 By Plaintiffs Against Defendant and Does 1-100)

42. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

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1 43. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
2 Code §§510, 1194, and 1198, and *IWC Wage Order* No. 6, Defendant was required to
3 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
4 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
5 hours on the seventh (7th) consecutive day of any work week.

6 44. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
7 who had not been paid overtime/double time compensation could recover the unpaid balance of
8 the full amount of overtime wages due, including interest thereon, together with reasonable
9 attorneys' fees and costs of suit.

10 45. Pursuant to *IWC Wage Order* No 6-2001, § 3, "Employment beyond eight (8)
11 hours in any workday is permissible provided the employee is compensated for such overtime
12 at not less than (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
13 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
14 workday...

15 46. California *Labor Code* section 558 provides in pertinent part:

16 (a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial
Welfare Commission shall be subject to a civil penalty as follows:

19 (1) For any initial violation, fifty dollars (\$50) for each underpaid
20 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

21 (2) For each subsequent violation, one hundred dollars (\$100) for each
22 underpaid employee for each pay period for which the employee was
23 underpaid in addition to an amount sufficient to recover underpaid
wages.

24 (3) Wages recovered pursuant to this section shall be paid to the affected
employee...

25 (c) The civil penalties provided for in this section are in addition to any
26 other civil or criminal penalty provided by law.

27 47. Plaintiff and the Class engaged in off-the-clock activities. Plaintiff and Class
28 members regularly performed work off-the-clock before their shifts and were not paid therefor.

48. Plaintiff and Class members routinely arrived to work early, at least 9 minutes, before the start of their shifts, but were not reimbursed for their pre-shift work. During that time, Plaintiff and Class members immediately checked their routes, assessed whether the clothes were loaded in the proper order and checked the totes and boxes.

49. Throughout Plaintiff's employment, Plaintiff worked overtime hours on a daily basis and was not paid overtime pay on a regular basis.

50. Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime compensation to Plaintiff and Class Members as required by law.

51. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

52. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES DUE TO ROUNDING

**(IWC Wage Order No. 6; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs
Against Defendant and Does 1 through 100)**

53. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

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

55. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving

1 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the
2 full amount of this minimum wage.” *IWC Wage Order 6-2001* also obligates employers to pay
3 each employee minimum wages for all hours worked. These minimum wage standards apply to
4 each hour employees worked for which they were not paid. Therefore, an employer’s failure to
5 pay for any particular hour of time worked by an employee is unlawful, even if averaging an
6 employee’s total pay over all hours worked, paid or not, results in an average hourly wage
7 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

8 56. Pursuant to *Wage Order 6*, Defendant is required to pay the members of the class
9 for all hours worked, meaning the time during which an employee is subject to the control of an
10 employer, including all the time the employee is suffered or permitted to work, whether or not
11 required to do so.

12 57. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
13 and the standard conditions of labor fixed by the commission shall be the maximum hours of
14 work and the standard conditions of labor for employees. The employment of any employee for
15 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
16 unlawful.”

17 58. Plaintiff and the class engaged in pre-shift off-the-clock activities. Plaintiff and
18 Class members regularly performed work off-the-clock before their shifts and were not paid
19 therefor. Plaintiff and Class members routinely arrived to work early, at least 9 minutes, before
20 the start of their shifts, but were not reimbursed for their pre-shift work. During that time,
21 Plaintiff and Class members immediately checked their routes, assessed whether the clothes
22 were loaded in the proper order and checked the totes and boxes.

23 59. Further, Plaintiff and Class members’ actual hours were rounded down.
24 Defendant’s electronic time clock rounded the time to the shift start time, not the actual time
25 that employees arrived to work and began working. Further, management employees of
26 Defendant changed employees’ time records after they were entered to reflect shift start/stop
27 times, not the actual hours worked.

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60. Defendant's pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

61. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

62. Plaintiff and the other Class Members suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendant's unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

63. Therefore, pursuant to *Labor Code* §§200, 218.5, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(IWC Wage Order No. 6; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and Does 1 through 100)

64. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

1 65. *California Labor Code* §226.7(a) prohibits an employer from requiring an
2 employee to work during any meal period mandated by an applicable Industrial Wage Order.
3 Section 226.7(b) of the *California Labor Code* provides that "[a]n employer shall not require an
4 employee to work during a meal or rest break or recovery period mandated pursuant to an
5 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
6 Commission..."

7 66. *California Labor Code* §1198 makes unlawful the employment of an employee
8 under conditions the IWC prohibits.

9 67. IWC Order No. 6-2001(11)(A) provides, in relevant part: "No employer shall
10 employ any person for a work period of more than five (5) hours without a meal period of not
11 less than 30 minutes, except that when a work period of not more than six (6) hours will
12 complete the day's work the meal period may be waived by mutual consent of the employer and
13 the employee."

14 68. IWC Order No. 6-2001 (11)(c) further provides, in relevant part: "Unless the
15 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
16 considered an 'on duty' meal period and counted as time worked."

17 69. Section 512(a) of the *California Labor Code* provides, in relevant part, that:

18 An employer may not employ an employee for a work period of more than five
19 hours per day without providing the employee with a meal period of not less
20 than 30 minutes, except that if the total work period per day of the employee is
21 no more than six hours, the meal period may be waived by mutual consent of
22 both the employer and employee. An employer may not employ an employee
23 for a work period of more than 10 hours per day without providing the
24 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.

25 70. The Labor Code and Wage Order provisions cited above require California
26 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
27 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
28 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and

(2) ensure that employees are actually free of job duties for thirty minutes per day on or before the fifth hour of their shifts.

71. As alleged herein, Defendant failed to relieve employees of duties for timely meal breaks throughout the Class Period. Plaintiff and the members of the class were routinely required to have their company phones on during their meal breaks at the direction of Defendant and/or with their endorsement, encouragement, knowledge and acquiescence. Moreover, Defendant failed to inform employees of their rights to off-duty thirty-minute meal periods before the fifth or even sixth hour of their shifts.

72. Plaintiff and Class members were routinely denied uninterrupted meal breaks.

73. Defendant has a policy or practice of failing to ensure that all Plaintiff and members of the class take the meal periods required by *California Labor Code* §226.7 and *IWC Wage Order* No. 6-2001 §11.

74. By their actions in not affording Plaintiff and Class Members meal periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendant failed to provide employees with statutory timely off-duty meal periods.

75. Defendant also has a policy or practice of failing to pay each of their employees who was not provided with a meal period as required an additional one hour of compensation at each employee's regular rate of pay.

76. *Cal. Labor Code* § 218 authorizes Plaintiff and the members of the class to bring a private right of action to recover wages due based on the deprivation of timely meal periods under *Cal. Labor Code* § 226.7(b).

77. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's violations of the Labor Code and the applicable IWC Wage Orders.

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FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REST PERIODS
(Labor Code § 226.7 and IWC Wage Order No. 6 By Plaintiffs Against Defendant and Does 1 through 100)

78. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

79. *Labor Code* § 226.7 and the applicable Wage Order provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

80. *Labor Code* § 226.7 and the applicable Wage Order provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

81. Defendant has intentionally and improperly denied rest periods to Plaintiff and the Class in violation of *Labor Code* § 226.7 and the applicable Wage Order.

82. At all times relevant hereto, Plaintiff and members of the class have worked eight or more hours daily.

83. At all times relevant hereto, Defendant failed to provide rest periods as required by *Labor Code* § 226.7 and the applicable Wage Order. Plaintiff and Class members were not afforded any rest breaks.

84. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

FIFTH CAUSE OF ACTION
FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE
ITEMIZED STATEMENTS
(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)

1 85. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this First Amended Complaint.

3 86. Pursuant to the applicable IWC Wage Orders, Defendant was the employer of
4 Plaintiff and the Class.

5 87. Pursuant to *California Labor Code* sections 226 and 1174 and *Wage Order 6-*
6 *2001* section 7, Defendant is required to maintain and provide accurate records relating to
7 employee compensation including all formulas and production records used to calculate wages
8 due.

9 88. Defendant is further required to provide, *inter alia*, semimonthly or at the time of
10 each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all
11 deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the
12 employee is being paid; (5) the name of the employee; and (6) the name and address of the legal
13 entity that is the employee's actual employer. Cal. Labor Code §226(a).

14 89. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
15 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
16 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
17 in which the employer knowingly and intentionally failed to provide accurate itemized
18 statements to the employee causing the employee to suffer injury.

19 90. Notwithstanding these provisions, Defendant has engaged in a uniform practice
20 of refusing to maintain and provide the accurate records and wage statements required by law.

21 91. Throughout the Class Period, Defendant intentionally and knowingly provided
22 Plaintiff and other members of the class with weekly itemized wage statements containing
23 inaccurate information regarding the wages earned by Plaintiff and members of the class in that
24 the payments owed to Plaintiff and the members of the class for overtime compensation,
25 minimum wages due to rounding, untimely or missed meal and rest periods, sick pay, were not
26 included in gross wages earned by Plaintiff and members of the class. Further, Defendant failed
27 to furnish Plaintiff and the Class, upon payment of wages, itemized statements accurately
28 showing the number of hours worked and the rates paid.

1 92. As a result, Plaintiff and members of the class have been injured by having been
2 deprived of the true facts pertaining to their compensation and employment.

3 93. Plaintiff and members of the class were damaged by these failures because,
4 among other things, the failures led them to believe that they were not entitled to overtime
5 compensation, minimum wages, pay for meal and rest periods not provided, sick pay, even
6 though they were so entitled and these failures hindered them from determining the amounts of
7 wages owed to them.

8 94. Plaintiff and members of the class are entitled to the amounts provided in *Labor*
9 *Code* §226(e), plus attorneys' fees and costs.

10 95. As result, Plaintiff seeks recovery of the penalties authorized by *Labor Code*
11 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
12 provided by law for Defendant's improper conduct.

13 96. Plaintiff and the Class reallege and incorporate by reference all of the allegations
14 set forth in this First Amended Complaint.

15 97. *Labor Code* § 201(a) provides that a discharged employee's unpaid wages are
16 due and payable immediately. *Labor Code* § 202(a) provides that when an employee resigns
17 from employment, unpaid wages are due and payable within 72 hours of resignation.

18 98. *Labor Code* § 203(a) provides that if an employer willfully fails to pay wages as
19 mandated by *Labor Code* §§ 201 and 202, the employee's wages shall continue to accrue until
20 paid, not to exceed thirty days.

21 99. Plaintiff and the Class were discharged and/or resigned from Defendant's
22 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

23 100. Under *Labor Code* § 203(a), Plaintiff and the Class are entitled to one day's
24 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

25 **SEVENTH CAUSE OF ACTION**

26 **REIMBURSEMENT OF BUSINESS EXPENSES**

27 **(Cal. Labor Code §2802 By Plaintiffs Against All Defendant and Does 1 through 100)**

28

101. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

102. *Labor Code* §2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties.

103. At all times relevant herein, prior to providing Plaintiff and Class members with company phones, Defendant was aware that Plaintiff and Class members were using their personal cell phones for business, but failed to indemnify Plaintiff and Class members for all their business-related expenses, including wear and tear expenses, in accordance with *Labor Code* §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their cell phones for work-related purposes.

104. As a result of Defendant's conduct, Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

105. Pursuant to *Labor Code* §2802, Plaintiff and Class Members are entitled to recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE UNIFORM AND MAINTENANCE ALLOWANCE

(Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)

106. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

107. Under California law, if an employer requires employees to wear a uniform, the employer must pay for and maintain the uniform for the employee. Labor Code §2802.

108. In addition to the cost of the uniform, the employer must provide employees with reasonable maintenance of the uniforms. The employer can either maintain the uniform itself or pay the employee a weekly maintenance allowance.

109. An employer may never impose a financial burden on employees, with respect to paying for and maintaining clothing, which would reduce the employees' wage rate below the minimum wage.

110. Here, Defendant required Plaintiff and Class members to wear company shirts. However, Defendant does not maintain the uniforms. Plaintiff and members of the class pay for the maintenance and cleaning themselves.

111. Defendant failed to maintain the uniforms, nor pay Plaintiff and members of the class a weekly maintenance allowance.

112. As a proximate result of the aforementioned violations of *Labor Code* § 2802, Plaintiff and members of the class have been damaged in an amount according to proof at the time of trial.

113. As a proximate result of the aforementioned violations of § 2802, Plaintiff and members of the class are entitled to recovery from Defendant for reimbursement of necessary expenditures, including interest and attorneys' fees.

NINTH CAUSE OF ACTION

(Failure to Provide Paid Sick Days in Violation of Cal. Labor Code §§246 By Plaintiffs

Against Defendant and Does 1 through 100)

114. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

115. *Labor Code* section 246, subdivision (a), states in relevant part, “[a]n employee who...works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.” Additionally, an employee accrues paid sick days at the rate of no less than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. *Labor Code* section 246(b).

116. Here, Plaintiff and Class members were employed by Defendant for 30 or more days and were entitled to paid sick days. Also, Plaintiff and Class members began accruing paid sick days since the beginning of each of their respective employment with Defendant.

117. Plaintiff and Class members were not given any sick days. Defendant did not separately provide paid sick days. Plaintiff's paystubs do not show Plaintiff getting any paid sick hours and do not show accrual of any sick hours.

118. Defendant's unlawful conduct alleged herein occurred in the course of employment of Plaintiff and Class members.

119. Because Defendant failed to provide employees with wages for sick time in compliance with the law, Defendant is liable to Plaintiff and Class members for payment at the regular rate of compensation for each sick time period that Defendant did not provide sick pay, pursuant to *Labor Code* section 246.

120. Defendant's unlawful acts deprived Plaintiff and Class members of sick pay in amounts to be determined at trial, and they are entitled to recover these amounts, with interest, attorneys' fees, and costs.

TENTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Labor Code §1198.5 By Plaintiffs against Defendant and Does 1 through 100)

121. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

122. *California Labor Code* Section 1198.5 provides:

- (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
- (b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel

1 records,...later than 30 calendar days from the date the employer receives
2 the request...

3 (k) If an employer fails to permit a current or former employee, or his or her
4 representative, to inspect or copy personnel records within the times specified in
5 this section... the current or former employee may recover a penalty of seven
6 hundred fifty dollars (\$750) from the employer.

7 (1) A current or former employee may also bring an action for injunctive relief
8 to obtain compliance with this section, and may recover costs and reasonable
9 attorney's fees in such an action.

10 123. Additionally, pursuant to *Wage Order 6*, at section 7 re: Records, employers are
11 required to keep accurate payroll records on each employee, and such records must be made
12 readily available for inspection by the employee upon reasonable request. The employer must
13 also maintain accurate production records.

14 124. On or about July 6, 2023, Plaintiff's former counsel issued a written request to
15 Defendant for copies of his personnel records. On or about July 27, 2023, an "Employee
16 Handbook Receipt Acknowledgement" and "Attendance and Break Policy" were received from
17 Defendant. The complete employee handbook was not produced by Defendant. Further, to date,
18 despite multiple follow-up attempts, Defendant has failed to produce Plaintiff's complete
19 personnel file.

20 125. Under *California Labor Code* Sections 226, 432 and 1198.5, such records were
21 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
22 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
23 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
24 records.

25 126. As a direct result and consequence of Defendant's failure and refusal to permit
26 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
27 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
28 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
penalty of \$750 based upon Defendant's violation of §1198.

ELEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1 through 100)

127. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

128. Pursuant to applicable IWC Wage Orders, Defendant was the employer of Plaintiff and the Class. Defendant is also a "person," as that term is defined in Business & Professions Code §17021.

129. The Business & Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay Plaintiff and the Class overtime compensation; (2) pay minimum wages due to rounding; (3) pay Plaintiff and the Class meal periods not provided, (4) pay Plaintiff and the Class rest periods not provided, (5) furnish Plaintiff and the Class with accurate itemized wage statements, (6) pay Plaintiff and the Class wages due when leaving their employ, (7) reimburse business expenses, (8) provide for uniform maintenance, (9) provide paid sick days and (10) allow inspection of employment records, all in violation of *Business & Professions Code* §§ 17200 *et seq.*

130. By and through the unfair and unlawful business practices described herein, Defendant has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class.

131. All the acts described herein are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of *Business & Professions Code* §§ 17200 *et seq.*

132. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which Defendant has acquired or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

133. Plaintiff and the Class are further entitled to, and do, seek a declaration that the above-described business practices are unfair and unlawful and that injunctive relief should be issued restraining Defendant from engaging in any of the above-described unfair and unlawful business practices in the future.

134. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendant. As a result of the unfair and unlawful business practices described above, Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant is restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendant should be required to disgorge the unpaid money to Plaintiff and the Class.

TWELFTH CAUSE OF ACTION

(Damages Pursuant to Private Attorney General Act Against Employers)

135. Plaintiff and the Class reallege and incorporated by reference all of the allegations set forth in this First Amended Complaint.

136. Plaintiff brings this action on his own behalf and on behalf of all current and former employees of Defendants who were employed in California for the previous four years seeking to recover unpaid wages, including but not limited to unpaid overtime meal period violations, and rest period violations as set forth in this pleading.

137. On December 1, 2023, Plaintiff, pursuant to *California Labor Code* §§2600, et seq., by and through his attorneys, uploaded a Private Attorney General Act (“PAGA”) claim to the State of California Labor and Workforce Development Agency (“LWDA”) and sent a letter via Certified Mail Return Receipt Request to the defendant.

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138. More than 65 days have passed since the above letter, and Plaintiff's counsel has not received any notice from the LWDA stating intention to prosecute Plaintiff's PAGA claims.

139. Plaintiff has, therefore, complied with the administrative exhaustion requirements of PAGA.

140. Plaintiff seeks Labor Code penalties, attorney's fees, and costs, in an amount according to proof at trial, as provided by the Labor Code Private Attorney General Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor and against Defendant as follows:

1. For compensatory damages in the amount of unpaid overtime due to Plaintiff and Class Members, according to proof;

2. For compensatory damages in the amount of minimum wages due to Plaintiff and Class Members, according to proof;

3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a meal and/or rest period was not provided;

4. For compensatory damages in the amount of Plaintiff and Class Members' cell phone expenses for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);

5. For compensatory damages for failure to indemnify for uniform maintenance;

6. For compensatory damages in the amount of accrued sick pay wages due to Plaintiff and Class Members, according to proof;

7. For an award of consequential damages in Plaintiff and Class Members' favor and against Defendant, in an amount to be proven at trial;

8. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

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1 9. For payment to Plaintiff and Class Members of waiting time penalties pursuant
2 to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of
3 termination or layoff, multiplied by the total amount of days elapsed between the date of the
4 involuntary termination and/or 72 hours after notice of the voluntary termination, up to a
5 maximum of 30 days' pay, according to proof;

6 10. For specific relief, enforcing waiting time penalties of 30 days of per diem
7 wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to
8 proof;

9 11. For prejudgment interest accrued on all due and unpaid overtime/double time
10 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
11 *Code* §§218.6 and 1194(a), according to proof;

12 12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
13 according to proof;

14 13. For civil penalties pursuant to *Cal. Labor Code* §1198 and *Wage Order* 6-
15 2001(14);

16 14. For reasonable costs, including attorneys' fees, in an amount according to proof
17 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802 and/or *Cal. Code of*
18 *Civ. Proc.* §1021.5;

19 15. For an award of restitution of wages to Plaintiff and Class Members in an
20 amount equal to the amount of wages owed and unpaid, according to proof;

21 16. For injunctive relief requiring Defendant to comply with *Labor Code*
22 1198.5(b)(1);

23 17. For reasonable costs, including attorneys' fees, in an amount according to proof
24 pursuant to *Cal. Labor Code* § 2699(g);

25 18. For injunctive relief ordering the continuing unfair business acts and practices to
26 cease, as the Court deems just and proper;

27 19. For other injunctive relief ordering Defendant to notify Plaintiff and Class
28 Members that they have not been paid the proper amounts in accordance with California law;

1 20. For punitive and exemplary damages in a sum to be determined at trial; and

2 21. For such other and further relief as the Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff Leonard Butler hereby respectfully requests a trial by jury for all claims and
5 issues raised in his First Amended Complaint that may be entitled to a jury trial.

6
7 LIPELES LAW GROUP, APC

8 Date: March 20, 2024

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10 By: _____
11 Jasmine Badawi
12 Attorneys for Plaintiff,
13 Leonard Butler
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