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ELECTRONICALLY
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*Superior Court of California,
County of San Francisco*
02/26/2024
Clerk of the Court
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Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JAMES KEITH HALL,	)	Case No.	
Plaintiff,	)		CGC-24-612611
	)	COMPLAINT FOR:	
v.	)	1. Retaliation in Violation of Labor Code §§	
	)	98.6, 232.5, and 1102.5;	
	)	2. Intentional Infliction of Emotional Distress;	
	)	3. Negligent Infliction of Emotional Distress;	
ZEN COMPOUND LLC; PAUL HEMMING;	)	4. Breach of Employment Agreement;	
and DOES 1-10, inclusive,	)	5. Failure to Pay All Wages;	
	)	6. Meal Period Violations;	
	)	7. Rest Period Violations;	
Defendants.	)	8. Failure to Reimburse Business Expenses;	
	)	9. Wage Statement Violations;	
	)	10. Unfair Business Practices; and	
	)	11. Violations of the Private Attorneys General	
	)	Act of 2004	

DEMAND FOR JURY TRIAL

1 Plaintiff JAMES KEITH HALL (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees and the State of California, brings this Complaint against Defendants ZEN COMPOUND LLC,
3 PAUL HEMMING, and DOES 1-10, inclusive (collectively, “Defendants”), and hereby alleges with
4 knowledge with respect to his own acts and on information and belief as to other matters as follows:

5 **INTRODUCTION**

6 1. Through this action, Plaintiff seeks statutory, compensatory and punitive damages,
7 penalties, interest as allowed by law, costs, attorneys’ fees, declaratory relief, and other appropriate and
8 just relief due to Defendants’ unlawful conduct in violation of Plaintiff’s rights under state law to be free
9 from retaliation in violation of California common law and California Labor Code (“Labor Code”) as well
10 as unpaid wages (including minimum and overtime wages, reporting time pay, sick pay, and vacation pay),
11 meal and rest period premiums, liquidated and statutory damages, treble damages, restitution, interest as
12 allowed by law, costs, attorneys’ fees, and other sums that Defendants owe to Plaintiff under the Labor
13 Code, Industrial Welfare Commission (“IWC”) Wage Orders, California Business and Professions Code
14 (“Business and Professions Code”), and California Penal Code (“Penal Code”).

15 2. Plaintiff also brings a representative action individually and on behalf of all other aggrieved
16 employees who are and were employed by Defendants as non-exempt employees throughout California
17 during the PAGA Period under the Private Attorneys General Act of 2004, Labor Code Sections 2698 *et*
18 *seq.* (“PAGA”), against Defendants for alleged violations of Labor Code Sections 98.6, 201, 202, 203, 204,
19 206, 210, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 246, 351, 353, 510, 511, 512, 558,
20 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 2810.3. The
21 term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations to the
22 Labor and Workforce Development Agency (“LWDA”) and Defendants until judgment.

23 **PARTIES**

24 3. Plaintiff is an individual residing in California.

25 4. ZEN COMPOUND LLC (“Zen Compound”) is a California limited liability company doing
26 business in California, including San Francisco County. Zen Compound is, and at all relevant times was,
27 an employer subject to the Labor Code.

28 5. PAUL HEMMING (“Hemming”) is an individual residing in California. Hemming is the

owner and founder of Zen Compound. Hemming was involved in the day-to-day operations of Defendants' business operations, including implementing practices that violated or caused to be violated the applicable Industrial Welfare Commission ("IWC") Wage Order provisions regulating minimum wages or hours and days of work, as well as Labor Code Sections 226, 226.7, 1194, and 2802 as set forth below. Therefore, Hemming is liable for these Labor Code and IWC Wage Order violations under Labor Code Section 558.1.

6. Plaintiff is unaware of the true names and capacities of those Defendants identified as DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of each DOE Defendant when their names have been ascertained and identified. Each of the Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way responsible for one or more of the wrongful acts and omissions and some portion of the damages alleged in this Complaint.

7. At all times relevant, each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff.

8. Defendants, each and all of them, at all times relevant, were the joint employers, parent companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages alleged herein. Moreover, Plaintiff is informed and believes and thereon alleges that each Defendant has authorized and/or ratified the wrongful activities of each of the remaining Defendants and their agents.

9. There exists a unity of interest in ownership between Defendants and DOES 1 through 10, inclusive, such that any individuality and separateness between the individual and the corporation does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants are and at

all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual or entity which it, he, or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a principal-agency relationship between and among Defendants.

JURISDICTION AND VENUE

10. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other trial courts.” The statutes under which this action is brought do not specify any other basis for jurisdiction.

11. This Court has general or specific jurisdiction over all Defendants.

12. Venue in this County is proper because a substantial part of Defendants’ conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct substantial business in this County, and/or Defendants’ liability arose in this County.

FACTUAL ALLEGATIONS

13. Defendants operate a hospitality and nightlife consulting group that oversees venues in San Francisco, Los Angeles, and Denver.

14. Defendants hired Plaintiff in approximately November 2021 and still employ Plaintiff as an audiovisual technician at their flagship location, Temple Nightclub SF.

15. Throughout his employment with Defendants, Plaintiff has performed his job duties well. He has never been formally disciplined or written up by Defendants.

16. Starting in the Spring of 2023, because of Defendants’ failure to comply with California law, Plaintiff was forced to engage in numerous protected activities concerning various workplace issues.

17. In April 2023, Defendants failed to timely pay Plaintiff for all hours he worked.

1 Accordingly, Plaintiff was forced to file a claim against Zen Compound with the Labor Commissioner's
2 Office, State Case No. WC-CM-952379, to recover his unpaid wages. On May 2, 2023, Deputy Labor
3 Commissioner Chike Ufombah issued a Notice of Claim Filed to Zen Compound. On information and
4 belief, to date, Defendants have not paid the "penalty" set forth in the Notice of Claim Filed.

5 18. Around the same time and thereafter, Plaintiff raised concerns to Zen Compound's
6 supervisors concerning Defendants representatives regularly interrupting his meal periods. Despite
7 receiving knowledge of ongoing meal period violations, Defendants did nothing to remediate such
8 violations. On information and belief, Defendants never paid Plaintiff any meal period premiums.

9 19. On or about May 2, 2023, Plaintiff filed an administrative complaint against Zen Compound
10 with the City of San Francisco for Zen Compound's failure to comply with San Francisco Administrative
11 Code, Chapter 14: Health Care Security Ordinance.

12 20. In mid-2023, Plaintiff sent multiple emails to Defendants concerning their failure to provide
13 him with health insurance, dental insurance, vision care insurance, holiday pay, and vacation pay in
14 accordance with Zen Compound's Employee Handbook. Defendants never responded to Plaintiff's emails.

15 21. Following Plaintiff's protected activities described above, in late November 2023,
16 Defendants retaliated against Plaintiff by cutting his hours to 24 hours per week. Defendants did not cut
17 any of the hours of Plaintiff's co-worker, who performed the same job duties as Plaintiff.

18 22. On December 22, 2023, Plaintiff submitted his PAGA letter to the LWDA and sent to
19 Defendants via certified mail shortly thereafter.

20 23. On January 2, 2024, immediately after Defendants received the PAGA letter, Defendants
21 supervisor sent Plaintiff home after he reported to work at Temple Nightclub SF, claiming they did not
22 have any work for him that day.

23 24. On information and belief, Defendants failed to pay Plaintiff reporting time pay for January
24 2, 2024. In addition, at the start of 2024, Defendants implemented a use-or-it-lose-it sick pay policy and
25 re-set Plaintiff's accrued sick pay to zero in violation of California law.

26 25. On January 3, 2024, Defendants' supervisor emailed Plaintiff: "I've been tasked with
27 providing a detail work schedule for you to be approved before scheduling. At this point i havent found
28 enough assignments/tasks to justify scheduling hours unfortunately."

1 26. On information and belief, Hemming instructed Zen Compound's supervisor to take
2 Plaintiff off the work schedule on January 2, 2024 and further cut Plaintiff's hours in retaliation for
3 Plaintiff's protected activities, including but not limited to his submission of the PAGA letter to the LWDA
4 on December 22, 2023.

5 27. The alleged retaliation has caused significant emotional distress to Plaintiff.

6 28. The alleged retaliation against Plaintiff was condoned, permitted and encouraged by
7 Defendants in a manner which was grossly negligent, reckless, willful, malicious, and deliberately
8 indifferent to the Plaintiff's personal rights to a workplace free from retaliation.

9 **FACTUAL ALLEGATIONS CONCERNING PAGA CLAIMS**

10 29. Through this action, Plaintiff alleges Defendants have consistently maintained and enforced
11 against Plaintiff and Aggrieved Employees unlawful employment practices and policies which violate the
12 Labor Code and IWC Wage Orders.

13 30. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the PAGA
14 Period, Defendants failed to pay Plaintiff and Aggrieved Employees minimum, regular, overtime, and/or
15 double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Plaintiff
16 and Aggrieved Employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or
17 over 40 hours per workweek. Defendants' practices and policies deprived Plaintiff and Aggrieved
18 Employees of minimum, regular, overtime, and/or double time wages for work they performed off the
19 clock. Defendants required Plaintiff and Aggrieved Employees to complete work-related tasks off the
20 clock, such as communicating with Defendants' representatives. Furthermore, Defendants rounded
21 Plaintiff and Aggrieved Employees' hours worked, thereby depriving them of wages for all hours worked
22 at the legally mandated rates. Defendants did not compensate Plaintiff and Aggrieved Employees for all
23 hours worked because Plaintiff and Aggrieved Employees were regularly on-duty during their meal and/or
24 rest periods. Finally, Defendants failed to accurately calculate the regular rate of pay by, among other
25 things, failing to include a remuneration when calculating the rate of pay for overtime, double time, meal
26 and rest period premiums, vacation pay, and sick pay. Accordingly, Defendants failed to pay Plaintiff and
27 Aggrieved Employees the proper minimum, regular, overtime, and double time wages for all hours worked,
28 sick pay, and vacation pay.

1 31. **Meal Break Violations:** Plaintiff is informed, believes, and thereon alleges that during the
2 PAGA Period, Defendants failed to authorize and permit and/or make available to Plaintiff and Aggrieved
3 Employees timely off-duty 30-minute meal periods within the appropriate time intervals required by Labor
4 Code Section 512 and Section 11 of the applicable IWC Wage Order(s). Specifically, Plaintiff and
5 Aggrieved Employees frequently had their meal periods shortened, interrupted, late, and/or missed
6 altogether due to Defendants' practice of understaffing and prioritizing work demands over taking
7 compliant breaks. Defendants also failed to authorize and permit and/or make available to Plaintiff and
8 Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover, Defendants
9 rounded Plaintiff and Aggrieved Employees' time punches for meal periods. Accordingly, Defendants
10 failed to authorize and permit and/or make available to Plaintiff and Aggrieved Employees timely,
11 uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours
12 and/or 10 hours in a workday, and failed to compensate Plaintiff and Aggrieved Employees with an
13 additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal
14 period.

15 32. **Rest Break Violations:** Plaintiff is informed, believes, and thereon alleges that during the
16 PAGA Period, Defendants failed to authorize and permit and/or make available ten-minute rest periods for
17 every four (4) hours or major fraction thereof worked. Defendants failed to implement a compliant rest
18 break policy and/or practice, and failed to provide uninterrupted, off-duty 10-minute rest breaks. Plaintiff
19 and Aggrieved Employees missed their rest breaks or had them interrupted or governed by Employer's
20 practices and policies. Specifically, Defendants never scheduled rest breaks for Plaintiff and Aggrieved
21 Employees and Plaintiff and Aggrieved Employees were never authorized and permitted to take rest breaks.
22 Defendants also failed to adopt and implement a practice of providing third rest breaks when Plaintiff and
23 Aggrieved Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants
24 failed to compensate Plaintiff and Aggrieved Employees with an additional hour of pay at their regular rate
25 of pay for every day in which they suffered a rest period violation.

26 33. **Unreimbursed Business Expenses:** Plaintiff is informed, believes, and thereon alleges that
27 during the PAGA Period, Defendants failed to reimburse Plaintiff and Aggrieved Employees for necessary
28 business expenses incurred in the performance of their duties in violation of the Labor Code and IWC

1 Wage Orders. During the PAGA Period, Defendants failed to reimburse Plaintiff and Aggrieved Employees
2 for all business expenses incurred for Defendants' benefit. For example, Plaintiff and Aggrieved
3 Employees were required to use their personal cell phones to discuss work-related matters with Defendants'
4 representatives and for other work purposes without reimbursement.

5 34. **Sick Pay Violations:** Plaintiff is informed, believes, and thereon alleges that during the
6 PAGA Period, Defendants failed to calculate and pay sick pay at the regular rate of pay for the workweek
7 in which Plaintiff and Aggrieved Employees used paid sick time, or by dividing the Plaintiff and Aggrieved
8 Employees' total wages, not including overtime premium pay, by the Plaintiff and Aggrieved Employees'
9 total hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code
10 Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014. In
11 addition, during the PAGA Period, Defendants failed to permit Plaintiff and Aggrieved Employees to use
12 in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less
13 than the sick leave that would be accrued during six months at the employee's then current rate of
14 entitlement, for the reasons specified in subdivision (a) of Section 246.5.

15 35. **Violations of Gratuities Laws:** Plaintiff is informed, believes, and thereon alleges that
16 during the PAGA Period, Defendants failed to properly pay out Aggrieved Employees' tips earned during
17 regular working hours. Defendants made unlawful deductions to Aggrieved Employees' tips. In addition,
18 during the PAGA Period, Defendants failed to keep accurate records of all gratuities, whether received
19 directly from the employee or indirectly by means of deductions from the wages of the employee or
20 otherwise.

21 36. **Failure to Pay Accrued Vacation Wages:** Plaintiff is informed, believes, and thereon
22 alleges that during the PAGA Period, Defendants failed to provide to Plaintiff and Aggrieved Employees
23 accrual of vacation wages and failed to pay to Plaintiff and Aggrieved Employees vested vacation wages.

24 37. **Waiting Time Penalties:** Plaintiff is informed, believes, and thereon alleges that during the
25 PAGA Period, Defendants willfully failed to timely pay all wages due to Plaintiff and Aggrieved
26 Employees upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff
27 and Aggrieved Employees were not paid all wages (including minimum, regular, overtime, and double
28 time wages, sick pay, and vacation pay), reimbursements, meal period premiums, and/or rest period

1 premiums within the required time period in violation of the Labor Code and applicable IWC Wage Orders.

2 38. **Wage Statement Violations:** Plaintiff is informed, believes, and thereon alleges that during
3 the PAGA Period, Defendants failed to furnish Plaintiff and Aggrieved Employees with accurate and
4 complete wage statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Aggrieved
5 Employees received wage statements which did not accurately reflect the gross and net wages earned, total
6 hours worked, all applicable rates of pay and the corresponding number of hours worked at each pay rate,
7 and correct entity name and address on wage statements issued to Plaintiff and Aggrieved Employees,
8 among other things in violation of the Labor Code and IWC Wage Orders.

9 39. **Retaliation for Engaging in Protected Activity:** Plaintiff is informed, believes, and
10 thereon alleges that during the PAGA Period, Plaintiff and Aggrieved Employees engaged in quintessential
11 protected activity by making complaints to Defendants regarding workplace conditions they reasonably
12 believed to be illegal. For example, Plaintiff made protected complaints to Defendants concerning unpaid
13 wages (including, without limitation, filing a claim with the Labor Commissioner's Office [State Case No.
14 WC-CM-952379]), meal period violations, and Defendants failure to comply with the San Francisco
15 Administrative Code, Chapter 14: Health Care Security Ordinance. After Plaintiff engaged in this protected
16 activity, Defendants discriminated, retaliated, and/or took adverse actions against Plaintiff. Worse,
17 immediately after Defendants' received Plaintiff's PAGA letter, Defendants took further retaliatory
18 adverse employment actions against Plaintiff.

19 **FIRST CAUSE OF ACTION**

20 **(Retaliation)**

21 **(Violations of Labor Code §§ 98.6, 232.5, and 1102.5)**

22 **(Against All Defendants)**

23 40. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
24 in this paragraph.

25 41. At all times relevant, the Labor Code was in full force and effect and was binding on
26 Defendants.

27 42. Labor Code Sections 98.6, 232.5, and 1102.5 were intended to prevent the type of injury
28 and damage alleged in this Complaint. Labor Code Sections 98.6, 232.5, and 1102.5 require Defendants to

1 refrain from retaliating or discriminating against Plaintiff for engaging protected activities.

2 43. Plaintiff was, at all times relevant, a member of the class of persons intended to be protected
3 by Labor Code Sections 98.6, 232.5, and 1102.5.

4 44. As alleged above, Plaintiff engaged in conduct protected by Labor Code Sections 98.6,
5 232.5, and 1102.5.

6 45. As set forth above, Defendants took retaliatory adverse employment actions against
7 Plaintiff, including cutting his hours. For example, Plaintiff submitted his PAGA letter on December 22,
8 2023 and sent it to Defendants via certified mail shortly thereafter. On January 2, 2024, Defendants
9 informed Plaintiff they did not have any work for him when he reported to work at Temple Nightclub SF.
10 Thereafter, Defendants made further substantial cuts to Plaintiff's hours in retaliation for his protected
11 activities, including but not limited to his submission of the PAGA letter to the LWDA on December 22,
12 2023.

13 46. Because Defendants engaged in retaliatory adverse employment actions against Plaintiff
14 within ninety (90) days of his protected activities, there shall be a rebuttable presumption in favor of
15 Plaintiff's retaliation claim. *See* Senate Bill No. 497 (2023) [Equal Pay and Anti-Retaliation Protection
16 Act].

17 47. Plaintiff's protected conduct was a motivating reason for Defendants' alleged retaliatory
18 adverse employment actions.

19 48. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
20 has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings
21 and future earning capacity, and other pecuniary loss not presently ascertained.

22 49. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
23 Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress,
24 anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact nature,
25 duration, and extent of said injuries is presently unknown to Plaintiff, but Plaintiff is informed and believes
26 and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

27 50. Defendants and their managers, officers, and/or directors committed the acts alleged herein
28 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with

1 an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
2 rights. Moreover, Defendants and their managers, officers, and/or directors authorized or ratified the
3 wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such,
4 Plaintiff is entitled to recover punitive damages in an amount according to proof at trial.

5 51. Plaintiff is entitled to recover costs, including reasonable attorneys' fees and expert witness
6 fees, according to proof at trial.

7 **SECOND CAUSE OF ACTION**

8 **(Intentional Infliction of Emotional Distress)**

9 **(Against All Defendants)**

10 52. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
11 in this paragraph.

12 53. California law prohibits persons from intentionally or recklessly causing another emotional
13 distress.

14 54. Defendants intentionally or recklessly caused Plaintiff severe emotional distress.

15 55. Defendants' conduct was outrageous.

16 56. Plaintiff suffered harm as a result of Defendants' conduct.

17 57. Defendants and their managers, officers, and/or directors committed the acts alleged herein
18 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with
19 an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
20 rights. Moreover, Defendants and their managers, officers, and/or directors authorized or ratified the
21 wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such,
22 Plaintiff is entitled to recover punitive damages in an amount according to proof at trial.

23 **THIRD CAUSE OF ACTION**

24 **(Negligent Infliction of Emotional Distress)**

25 **(Against All Defendants)**

26 58. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
27 in this paragraph.

28 59. California law prohibits persons from negligently causing another emotional distress.

60. Defendants negligently caused Plaintiff severe emotional distress, including suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, and shame.

61. Defendants' conduct was outrageous.

62. Defendants' conduct was a substantial factor in causing Plaintiff's serious emotional distress.

FOURTH CAUSE OF ACTION

(Breach of Employment Agreement)

(Against Defendant Zen Compound)

63. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

64. Plaintiff and Zen Compound entered into an employment agreement ("Employment Agreement") which is memorialized in the Zen Compound Employee Handbook.

65. Plaintiff did all, or substantially all, of the significant things the Employment Agreement required him to do, except for those obligations that Defendants prevented Plaintiff from performing, if any, and such other obligations that were rendered superfluous or prevented or excused by mistake of fact, operation of law, government regulation, impossibility, impracticality, frustration of purpose, or public policy considerations, if any.

66. Under the Employment Agreement, Zen Compound was required to provide Plaintiff, a regular full-time employee, with health insurance, dental insurance, vision care insurance, holiday pay, and vacation pay. (Zen Compound Employee Handbook at pp. 41-43.)

67. Zen Compound breached the Employment Agreement by (a) failing to provide Plaintiff with health insurance, dental insurance, vision care insurance, holiday pay, and/or vacation pay and (b) failing to deal with Plaintiff in good faith.

68. As a proximate result of Zen Compound's breaches of the Employment Agreement, Plaintiff has been damaged in an amount to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages)**

3 **(Against All Defendants)**

4 69. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
5 in this paragraph.

6 70. At all relevant times, Defendants had a duty to comply with Labor Code Sections 204, 206,
7 210, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC
8 Wage Orders and California Code of Regulations.

9 71. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages
10 owed on regularly scheduled paydays at least twice during each calendar month, on days designated in
11 advance by the employer as the regular paydays. All wages earned in excess of the normal work period
12 must be paid no later than the payday for the next regular payroll period.

13 72. Labor Code Section 206 provides that in case of a dispute over wages, the employer shall
14 pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the
15 employee all remedies he/she is otherwise entitled to as to any balance claimed.

16 73. Labor Code Section 210 provides:

17 every person who fails to pay the wages of each employee as provided in
18 Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5,
19 shall be subject to a penalty as follows: (1) For any initial violation, one
20 hundred dollars (\$100) for each failure to pay each employee. (2) For each
21 subsequent violation, or any willful or intentional violation, two hundred
22 dollars (\$200) for each failure to pay each employee, plus 25 percent of the
amount unlawfully withheld. (b) The penalty shall either be recovered by
the employee as a statutory penalty pursuant to Section 98 or by the Labor
Commissioner as a civil penalty through the issuance of a citation or
pursuant to Section 98.3.

23 74. Labor Code Section 221 provides “[i]t shall be unlawful for any employer to collect or
24 receive from an employee any part of wages theretofore paid by said employer to said employee.”

25 75. Labor Code Section 223 provides “[w]here any statute or contract requires an employer to
26 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to
27 pay the wage designated by statute or by contract.”

28 76. Labor Code Section 224 prohibits any deduction from an employee’s wages which is not

1 either authorized by the employee in writing or permitted by law.

2 77. Labor Code Section 227.3 requires employers to pay terminated employees for their unused
3 paid vacation time at their final rate of pay.

4 78. Labor Code Section 246 requires employers to provide and allow employees to use at least
5 24 hours, or three days, of paid sick leave per year.

6 79. At all times relevant, Labor Code Section 510, and applicable sections of the California
7 Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants. Labor Code
8 section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state
9 that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be
10 paid at one and one-half times the employee's regular rate of pay. Any work performed in excess of 12
11 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay for an
12 employee.

13 80. Labor Code Section 558 provides "[a]ny employer or other person acting on behalf of an
14 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours
15 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
16 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
17 for which the employee was underpaid in addition to an amount to recover underpaid wages. (2) For each
18 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
19 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
20 Wages recovered pursuant to this section shall be paid to the affected employee."

21 81. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to all
22 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
23 minimum wage rates that must be paid to employees for all hours worked in those locales where each local
24 ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than the state or local
25 minimum wage, whichever is higher, for any hour of work.

26 82. Labor Code Section 1194 provides that any employee receiving less than the legal minimum
27 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action
28 the unpaid balance of the full amount of the minimum wage or overtime compensation, including interest

1 thereon, reasonable attorneys' fees, and costs of suit.

2 83. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount
3 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

4 84. Labor Code Section 1197 provides that the minimum wage for employees fixed by the
5 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
6 minimum so fixed is unlawful.

7 85. Labor Code Section 1198 prohibits employers from employing for longer hours or less
8 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by the
9 Labor Commissioner.

10 86. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Plaintiff
11 regularly worked more than eight (8) hours, 10, and/or 12 hours per workday, more than 40 hours per
12 workweek, and/or more than eight (8) hours on the seventh consecutive day of work.

13 87. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants
14 failed to pay Plaintiff all wages for hours worked (including minimum, regular, overtime, and double time
15 wages, reporting time pay, sick pay, and vacation pay), failed to pay overtime, double time, sick pay, and/or
16 vacation pay at the proper rates of pay, auto-deducted and rounded meal periods, unlawfully deducted
17 wages, and required off-the-clock work without compensation, among other things.

18 88. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained
19 and continues to sustain damages, including loss of earnings including minimum, regular, overtime, and
20 double time compensation due, in an amount to be established at trial, plus prejudgment interest, attorneys'
21 fees, and costs pursuant to statute.

22 89. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct
23 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
24 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
25 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
26 California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiff of
27 wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor
28 Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,

benefits, or other compensation is due to Plaintiff under the law. Plaintiff is thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code Section 496(c).

SIXTH CAUSE OF ACTION

(Meal Period Violations)

(Against All Defendants)

90. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

91. Labor Code Section 512(a) prohibits employers from employing any person for a work period of more than five (5) hours without a meal period of not less than thirty (30) uninterrupted minutes. Further, employers may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

92. At all relevant times, Plaintiff regularly worked more than five (5) hours and/or 10 hours per workday without being provided an uninterrupted, off-duty 30-minute meal period since Plaintiff's meal periods were late, interrupted, short, and/or on-duty.

93. Defendants failed to pay Plaintiff meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

94. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff to take meal breaks pursuant to Labor Code Section 512(a). As a result, Defendants are liable to Plaintiff for premium compensation of one hour of pay at the employee's regular rate for each workday that the meal period was not provided pursuant to Labor Code Section 226.7, according to proof at trial.

95. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,

benefits, or other compensation is due to Plaintiff under the law. Plaintiff is informed, believes, and thereon alleges that meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of California Penal Code Section 487m. Plaintiff is thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code Section 496(c).

SEVENTH CAUSE OF ACTION

(Rest Period Violations)

(Against All Defendants)

96. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

97. California law and applicable Wage Orders require employers to authorize and permit all employees to take uninterrupted rest periods. The rest period time shall be based on the total hours worked daily at the rate of 10 minutes net rest time per four hours or major fraction thereof.

98. During the relevant time period, Defendants failed to provide compliant rest breaks. Specifically, Plaintiff had his rest breaks on-duty, interrupted, missed, or shortened. Consequently, Plaintiff did not receive a 10-minute rest period for every four (4) hours worked or major fraction thereof.

99. During the relevant time period, Defendants failed to pay Plaintiff rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

100. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff to take rest periods pursuant to California law. As a result, Defendants are liable to Plaintiff for premium compensation of one hour of pay at the employee's regular rate for each workday that the rest period was not provided pursuant to Labor Code Section 226.7, in an amount to be established at trial.

101. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,

benefits, or other compensation is due to Plaintiff under the law. Plaintiff is informed, believes, and thereon alleges that rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of California Penal Code Section 487m. Plaintiff is thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code Section 496(c).

EIGHTH CAUSE OF ACTION

(Failure to Reimburse Business Expenses)

(Against All Defendants)

102. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

103. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements with respect to Plaintiff.

104. Labor Code Section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff due to their own negligence.

105. Labor Code Section 2802(a) requires that employers indemnify and reimburse employees for all business expenses, which are defined as all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on the employee's obedience to the employer's directions. Labor Code Section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also recover attorneys' fees and costs.

106. Defendants failed to pay and indemnify Plaintiff for his necessary expenditures and losses incurred in direct consequence of the discharge of Plaintiff's duties or of Plaintiff's obedience to Defendants' directions. For example, Defendants required Plaintiff to use his personal cell phone to discuss work-related matters with Defendants' representatives and for other work purposes without reimbursement.

107. As a result of Defendants' failure to indemnify and reimburse Plaintiff for all business and

1 work-related costs, expenditures, losses and expenses in accordance with Labor Code Sections 2800 and
2 2802, Plaintiff is entitled to recover the full unreimbursed balance of reimbursements, expenditures and
3 losses, prejudgment interest, and statutory penalties, along with attorneys' fees and costs according to proof
4 at trial.

5 **NINTH CAUSE OF ACTION**

6 **(Wage Statement Violations)**

7 **(Against All Defendants)**

8 108. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
9 in this paragraph.

10 109. Labor Code Section 226(a) requires employers, at the time of each payment of wages, to
11 furnish each employee with an accurate statement itemizing, among other things: (1) gross wages earned;
12 (2) the total hours worked by the employee; (3) all deductions; (4) net wages earned; (5) the inclusive dates
13 of the period for which the employee is paid; (6) the name of the employee and his or her social security
14 number (last four digits); (7) the name and address of the legal entity that is the employer; and (8) all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate by the employee. Labor Code Section 1174 further requires that such payroll records be
17 kept in a central location.

18 110. Labor Code Section 226(e) further provides that if an employer knowingly and intentionally
19 fails to provide a statement itemizing, among other things, the total hours worked by the employee, then
20 the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
21 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
22 (\$4,000).

23 111. As alleged above, Defendants failed to pay all wages, reimbursements, and premiums. Thus,
24 Defendants have knowingly and intentionally failed to comply with the Labor Code on each and every
25 wage statement that should have been provided to Plaintiff by failing to provide itemized wage statements
26 to Plaintiff that accurately reported, among other things, the gross and net wages earned, the total hours
27 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours
28 worked at each hourly rate.

112. By failing to keep accurate records and provide such records to Plaintiff as required by Labor Code Sections 226(a) and 1174, Defendants have injured Plaintiff and made it difficult to calculate the unpaid wages earned and due to Plaintiff. Moreover, Defendants' failure to comply with Labor Code Section 1174 is unlawful under Labor Code Section 1175.

113. Because of Defendants' willful failure to provide Plaintiff with accurate records as required by Labor Code Section 226(a), Plaintiff is entitled to damages under Labor Code Section 226(e) according to proof at trial.

TENTH CAUSE OF ACTION

(Unfair Business Practices)

(Against All Defendants)

114. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

115. The Unfair Competition Law as codified in Business and Professions Code Sections 17200, *et seq.* ("UCL") defines unfair business competition to include any "unlawful, unfair or fraudulent" act or practice.

116. A business act or practice is "illegal" under the UCL if it violates any statute, regulation, or ordinance.

117. A business practice is "unfair" under the UCL if the reasons, justifications, and motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

118. A business act or practice is "fraudulent" under the UCL if it is "likely to deceive" members of the general public.

119. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful failure to timely pay wages, meal and rest periods or compensation, provide accurate itemized wage statements, reimburse expenses, among other things, constitute violations of the UCL.

120. Defendants' failure to pay Plaintiff in a lawful manner as set forth above and below is fraudulent and deceptive and constitutes an ongoing and continuous unfair business practice within the meaning of the UCL. Members of the public have been deceived in the past, and will be in the future continue to be deceived, by these continuous unfair business practices.

121. The illegal conduct alleged in this Complaint is continuing, and there is no indication that Defendants will not continue such activity in the future. Plaintiff alleges that if Defendants are not enjoined from their illegal conduct, they will continue to fail to provide rest periods and meal breaks or provide appropriate compensation in-lieu thereof.

122. A request for injunctive relief, restitution and for the disgorgement of unlawfully earned profits is specifically authorized by the UCL. Thus, on behalf of himself and the general public, Plaintiff seeks injunctive relief, restitution, and the disgorgement of all unlawfully earned profits as a result of Defendants' alleged acts or omissions described in this Complaint. Furthermore, Plaintiff requests attorneys' fees and costs pursuant to Code of Civil Procedure Section 1021.5.

123. Plaintiff is informed, believes, and thereon alleges that unless restrained and ordered to pay restitution and disgorge profits derived from said unfair and unlawful business practices, Defendants will continue to engage in the alleged acts and/or omissions described in this Complaint.

ELEVENTH CAUSE OF ACTION

(Violations of the Private Attorneys General Act of 2004)

(Against All Defendants)

124. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

125. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

126. On December 22 2023, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days have passed since Plaintiff submitted the notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved

1 employees under PAGA.

2 127. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for a
3 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
4 boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil
5 action brought by an aggrieved employee on behalf of himself and other current or former employees
6 pursuant to the procedures specified in Labor Code Section 2699.3.

7 128. For all provisions of the Labor Code except those for which a civil penalty is specifically
8 provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00)
9 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for
10 each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these
11 provisions of the Labor Code.

12 129. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties for
13 any alleged violation of the following provisions: subdivision (k) of section 96, sections 98.6, 201, 201.3,
14 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
15 212, subdivision (d) of section 213, sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive,
16 (7), and (9) of subdivision (a) of section 226, sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4,
17 230.7, 230.8, and 231, subdivision (c) of section 232, subdivision (c) of section 232.5, sections 233, 234,
18 351, 353, and 403, subdivision (b) of section 404, sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512,
19 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976,
20 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of section 1174, sections
21 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of section 1198.3, sections 1199, 1199.5, 1290,
22 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5,
23 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of section 1695.5, sections 1695.55, 1695.6,
24 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
25 1700.47, sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of section
26 2673.1, sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of section 2929, and sections
27 3073.6, 6310, 6311, and 6399.7.

28 130. Defendants' conduct violates numerous Labor Code Sections, including, but not limited to,

1 the following:

2 (a) Violation of Labor Code Sections 201-204, 206, 210, 221, 223, 224, 227.3, 246,
3 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all sick pay, vacation pay, and earned
4 wages (including minimum, regular, overtime, double time, and reporting time wages) owed to Plaintiff
5 and other aggrieved employees during employment and upon separation of employment;

6 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods
7 to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed meal periods;

8 (c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to Plaintiff
9 and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

10 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
11 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

12 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
13 calculate sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other Aggrieved
14 Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved Employees' total wages,
15 not including overtime premium pay, by the Plaintiff and/or other Aggrieved Employees' total hours
16 worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code Sections
17 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014;

18 (f) Violation of Labor Code Sections 233 and 234 for failure to permit Plaintiff and/or
19 Aggrieved Employees to use in any calendar year the employee's accrued and available sick leave
20 entitlement;

21 (g) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
22 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
23 Employees' vested vacation wages;

24 (h) Violation of Labor Code Section 351 for failing to properly pay out Aggrieved
25 Employees' gratuities earned during regular working hours;

26 (i) Violation of Labor Code Section 353 for failing to keep accurate records of all
27 gratuities;

28 (j) Violation of Labor Code Sections 221, 223, and 224 for secretly paying Plaintiff

1 and/or Aggrieved Employees less than the statutory or contractual rate;

2 (k) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate
3 records regarding the employment of Plaintiff and/or other Aggrieved Employees;

4 (l) Violation of Labor Code Sections 2800, 2802, and 2804 for failure to reimburse
5 business expenses to Plaintiff and other Aggrieved Employees;

6 (m) Violation of Labor Code Sections 98.6, 232.5(c), and 1102.5 for discriminating,
7 retaliating, and/or taking adverse actions against Plaintiff and/or Aggrieved Employees for engaging in
8 quintessential protected activity; and

9 (n) Violation of Labor Code Section 1199 for the foregoing Labor Code violations.

10 131. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
11 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
12 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
13 violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction
14 statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided
15 for in this section are in addition to any other penalty provided by law.”

16 132. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf of an
17 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours
18 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
19 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
20 for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100)
21 for each underpaid employee for each pay period for which the employee was underpaid.”

22 133. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to maintain
23 accurate and complete payroll records showing the hours worked daily by and the wages paid to employees.

24 134. Labor Code Section 1197.1 also provides “[a]ny employer or other person acting either
25 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any
26 employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the
27 commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally
28 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the

1 employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred
2 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid
3 regardless of whether the initial violation is intentionally committed.

4 135. As set forth above, Defendants have violated numerous provisions of the Labor Code
5 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks the
6 civil penalties set forth in Labor Code Sections 226.3, 226.8, 558, 1174.5, and 1197.1 individually, on
7 behalf of all aggrieved employees, and the State of California.

8 136. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
9 violators and had one or more of the alleged violations committed against Plaintiff, and therefore is properly
10 suited to represent the interests of all other aggrieved employees.

11 137. Plaintiff has exhausted the procedural requirements under Labor Code Section 2699.3 as to
12 Defendants and is therefore able to pursue a claim for penalties individually and on behalf of all other
13 aggrieved employees under the PAGA.

14 138. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover
15 civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

16 139. Plaintiff is also entitled to attorneys’ fees and costs.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as
19 follows:

- 20 1. For general damages, according to proof at trial;
- 21 2. For compensatory damages, according to proof at trial;
- 22 3. For loss of earnings and other economic or pecuniary damages, according to proof at trial;
- 23 4. For prejudgment interest on all sums recovered pursuant to other compensatory damages
24 at the legal rate from the date of injury or pursuant to Code of Civil Procedure Sections 3287 and
25 3289, and Labor Code Section 218.6;
- 26 5. For exemplary and punitive damages in an amount sufficient to deter Defendants,
27 according to proof at trial;
- 28 6. For treble damages pursuant to Penal Code Section 496(c), according to proof at trial;

7. For waiting time penalties under Labor Code Section 203;
8. For liquidated damages under Labor Code Section 1194.2;
9. For statutory penalties to the extent permitted by law, including those under the Labor Code and IWC Wage Orders;
10. For attorneys' fees under Labor Code Sections 218.6, 226, 1194, and 2802, Code of Civil Procedure Section 1021.5, Penal Code Section 496(c), and any other applicable provisions of law;
11. For costs of suit incurred; and
12. For such other and further relief as the Court may deem just and proper.

WHEREFORE, Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California, prays for judgment against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;
2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Sections 2699(g), 2802(c) and Code of Civil Procedure Section 1021.5; and
3. For such other relief as the Court deems just and proper.

Dated: February 26, 2024

MANAHAN O'DELL LLP

By: Shaheen A. Etemadi
Shaheen A. Etemadi
Attorneys for Plaintiff JAMES KEITH HALL

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Dated: February 26, 2024

By: Shaheen A. Etemadi
Shaheen A. Etemadi
Attorneys for Plaintiff JAMES KEITH HALL