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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

WILLIAM JAKE WEBER,

Plaintiff,

vs.

**FIRST BOOK EQUITY HOLDINGS
LITTLE HILLS, INC. and DOES 1 to 25,
inclusive,**

Defendants.

CASE NO.: 24STCV12062

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 11) DISCRIMINATION ON THE BASIS OF AGE IN VIOLATION OF FEHA;**
- 12) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 13) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200.**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, WILLIAM JAKE WEBER (hereinafter “Plaintiff”), and
alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants FIRST BOOK EQUITY HOLDINGS LITTLE HILLS INC.; and DOES 1 to 25, inclusive (hereinafter collectively “FIRST BOOK” or “Defendant(s)”) do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant FIRST BOOK EQUITY HOLDINGS LITTLE HILLS INC., is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of

1 that information and belief, alleges that at all times herein mentioned, each of the remaining
2 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
3 under the authority of their agency, employment, or representative capacity, with the consent of
4 his/her codefendants.

5 **GENERAL ALLEGATIONS**

6 6. Plaintiff started working for FIRST BOOK on or around 2019. His latest position
7 was in sales. Per his paystubs, Plaintiff received commission payments based on sales,
8 but also received hourly pay. Plaintiff's employment ended on or around February 8, 2023.
9

10 7. Moreover, Plaintiff's final paycheck, which was issued on February 22, 2023,
11 did not include all wages that were owed to him, including regular wages, overtime, meal and
12 rest period premiums, and reimbursement for business expenses, among other items. As such,
13 FIRST BOOK violated Labor Code section 203 as it related to Plaintiff on or around February
14 22, 2023, and up to 30 days thereafter, which is March 24, 2023. As such, Plaintiff's latest
15 claim as it related to labor code violations accrued against Defendant on or around March 24,
16 2023.
17

18 8. If FIRST BOOK's contention is that Plaintiff was properly classified as an exempt
19 employee, Plaintiff's position would be that Plaintiff did not meet the administrative,
20 executive, or professional exemption tests necessary to be classified as an exempt employee.
21

22 9. In terms of the executive or administrative exemptions, Plaintiff did not direct the work
23 of two or more employees, did not have the authority to hire or fire, did not make
24 recommendations with significant weight as to the hiring or firing of employees, did not have
25 duties involving the management of the enterprise and did not regularly exercise discretion or
26 independent judgment in the performance of his duties. Moreover, even if he did engage in
27 some of those duties, Plaintiff did not do so more than 50% of the time worked.
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1 10. Furthermore, and as it relates to the professional exemption, Plaintiff was not primarily
2 engaged in an occupation commonly recognized as a learned or artistic profession. Plaintiff did
3 not perform work requiring knowledge of an advanced type acquired by a prolonged course of
4 specialized study. Additionally, Plaintiff's job duties did not primarily depend on creativity,
5 invention, or originality.

6 11. It is Plaintiff's position that FIRST BOOK has committed the below labor code
7 violations against Plaintiff and other hourly, non-exempt employees, including technicians who
8 worked for FIRST BOOK at any and all dealership and other business locations in the State of
9 California during the applicable PAGA period

10 12. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
11 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
12 Security Services USA, Inc., an onsite security provider. After about a year of employment,
13 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
14 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
15 termination of employment and weekly payment of wages to temporary employees. The trial
16 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
17 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
18 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
19 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
20 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
21 PAGA representative to sue for violations that the representative has personally suffered. The
22 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves
23 and others. The statute also states that an "aggrieved employee" is "any person who was
24 employed by the alleged violator and against whom one or more of the alleged violations was
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1 committed.” Because at least one of the violations that Huff had alleged had affected him
2 personally, the Court of Appeal denied Securitas’ motion.

3 13. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
4 other employees, it allows for suits broader than the specific violations the named employee
5 experienced. Therefore, even if the employee did not personally experience the Labor Code
6 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
7 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
8 other hourly employees, including all hourly non-exempt employees, including technicians.
9

10 14. Pursuant to California Industrial Welfare Commission Order No. 4-2001/7-2001, Section
11 9(B), “When tools or equipment are required by the employer or are necessary to the
12 performance of a job, such tools and equipment shall be provided and maintained by the
13 employer, except that an employee whose wages are at least two (2) times the minimum wage
14 provided herein may be required to provide and maintain hand tools and equipment customarily
15 required by the trade or craft.” FIRST BOOK unequivocally required its employees, their service
16 technicians, and others, to provide their own tools. The latter was company policy. As such,
17 FIRST BOOK violated the aforementioned IWC Wage Order(s) in that FIRST BOOK required
18 its technicians and other employees to provide and maintain hand tools and equipment
19 customarily required by the trade but did NOT compensate these employees at least two (2) times
20 the minimum wage.
21

22 15. Further, FIRST BOOK did not provide Plaintiff and other aggrieved employees with
23 compensation for all hours worked and did not pay Plaintiff and others the minimum wages to
24 which they were entitled for work performed “off the clock” pursuant to California Labor Code
25 sections 1194, 1197 and 1197.1. This is so because Plaintiff did not get paid for “off the clock”
26 hours and hours past regular business hours. Moreover, FIRST BOOK had a company policy
27 wherein they would disproportionately round down the number of hours worked, resulting in
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1 “time shaving” and further resulting in aggrieved employees not being paid for all hours worked.
2 Furthermore, and to the extent that hourly, non-exempt employees worked through their meal
3 periods while “off the clock”, they were not compensated for all hours worked, which would be
4 akin to a minimum wage violation.

5 16. Additionally, California Labor Code section 226.2, effective January 1, 2016, provides
6 that employees shall be compensated for rest and recovery periods and other non-productive time
7 separate from any piece-rate compensation. Section 226.2 further requires that employees must
8 be compensated for these time periods at a rate no less than the highest federal, state, or local
9 minimum wage that is applicable to the employment. FIRST BOOK did not fully and accurately
10 compensate aggrieved employees for rest and recovery periods and other non-productive time
11 separate from any piece-rate compensation. Moreover, FIRST BOOK did not compensate its
12 employees the proper and appropriate reporting time pay.

13 17. FIRST BOOK also violated Labor Code §510 because it failed to pay Plaintiff and others
14 overtime compensation due to misclassifying Plaintiff as a salaried, exempt employee even
15 though Plaintiff worked over 8 hours per day, 12 hours per day, and/or over 40 hours per week.
16 Moreover, FIRST BOOK did not pay the technicians the correct amount of overtime (based on
17 a base pay rate of twice the minimum wage), even though they worked more than 8 hours per
18 day and/or 40 hours per week throughout their employment. Moreover, for the commissioned
19 employees, FIRST BOOK failed to pay overtime during pay periods during which salespersons
20 did not meet the inside salesperson exemption in that they did not earn one-and-a-half times the
21 minimum wage during a particular pay period and more than half of their wages for that
22 particular pay period were not from commission/sales. Moreover, during those particular pay
23 periods wherein the inside salesperson exemption did not apply, FIRST BOOK did not factor in
24 the commission payments and any bonuses in deciphering the correct regular rate of pay for
25 purposes of figuring out the overtime rate of pay. Furthermore, FIRST BOOK failed to include
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1 bonuses/incentive payments in calculating employees' regular rate of pay for use in deciphering
2 the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not
3 factored into employees' regular rate for purposes of receiving meal and rest break premiums
4 per the Ferra v. Loews case.

6 18. FIRST BOOK violated Labor Code §§ 512 and 226.7 as well as the applicable Industrial
7 Welfare Commission (IWC) Wage Order (no. 4 or 7) because it failed to provide Plaintiff and
8 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
9 for every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
10 said meal periods. FIRST BOOK did not completely relieve Plaintiff and others of all duties
11 during said meal periods. FIRST BOOK did not pay to Plaintiff one additional hour of pay at
12 Plaintiff's regular rate of compensation for each workday that one or more statutory meal periods
13 was not provided. Plaintiff and other hourly, non-exempt employees would not receive a timely,
14 uninterrupted meal break. Furthermore, Plaintiff and others did not receive a second meal break
15 on those days wherein Plaintiff and others worked more than 10 hours. It was simply not part of
16 the company culture to allow employees to take timely meal breaks before the 5th hour worked
17 wherein the employees are relieved of all job duties. Moreover, it was very common for the
18 hourly, non-exempt employees to receive late meal breaks after the 5th hour worked or for their
19 meal breaks to be short and less than 30 minutes. Receiving a thirty-minute uninterrupted and
20 timely meal break was not part of the company culture and was not enforced by FIRST BOOK.
21 Consequently, it was the normal practice and custom of FIRST BOOK not to authorize, permit,
22 and enforce timely statutory meal periods. If FIRST BOOK had Plaintiff sign a meal period
23 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
24 than a 6-hour shift. If FIRST BOOK had Plaintiff sign an on-duty meal period agreement wherein
25 Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable because
26 the nature of Plaintiff's job does not prevent him from taking a meal period and the company
27 could have hired "breakers" to relieve Plaintiff of his job duties so that he can actually take a
28 timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not
allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others

1 did not always receive statutory, timely meal periods during their employment. To the extent
2 that FIRST BOOK argues that employees receive meal break premium pay for missed meal
3 periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties
4 are for the violations themselves, irrespective of whether an employee received the premium
5 payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection,*
6 *Inc.*, the Court stated, “section 226.7 does not give employers a lawful choice between
7 providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire*
8 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
9 pay does not excuse the violation; the employer has still committed a violation even if the remedy
10 for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL
11 1110302 at *4). As such, the work environment and culture at FIRST BOOK was not conducive
12 to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal
13 or rest break premiums paid were not compensated at the weighted average regular rate, inclusive
14 of bonuses and/or incentive payments as well as overtime compensation.

15 19. FIRST BOOK violated Labor Code § 226.7 as well as the applicable IWC Wage Order
16 (no. 4 or 7) because it failed to provide Plaintiff and other similarly situated aggrieved employees
17 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their
18 employment. FIRST BOOK did not completely relieve Plaintiff of all duty during said rest
19 periods. FIRST BOOK did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular
20 rate of compensation for each workday that one or more statutory rest periods was not provided.
21 It was not company policy and not part of the company culture for employees such as Plaintiff
22 and others to take multiple and consistent rest breaks every shift. As such, the culture at FIRST
23 BOOK did not lend itself to the employees always receiving statutory breaks wherein they were
24 relieved of all work duties. It was the normal practice and custom of FIRST BOOK not to
25 authorize, permit, and enforce statutory rest periods. As such, the environment and culture at
26 FIRST BOOK was not conducive to receiving statutory rest breaks under California law.

27 20. Furthermore, during the relevant time period, and due to the aforementioned labor code
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1 violations, FIRST BOOK failed to pay Plaintiff and other similarly situated aggrieved employees
2 all wages due to them within any time period specified by California Labor Code section 204.
3 FIRST BOOK was also in violation of California Labor Code section 226(a) by failing to include
4 pertinent information on the wage statements, including but not limited to, the correct hourly
5 rate, all hours worked, overtime hours worked, correct overtime pay, correct amount of pay for
6 non-productive time, gross wages earned, premium pay for missed meal and rest breaks, all
7 deductions, net wages earned, the correct start and end of the pay period, the correct and accurate
8 name and address of the employing legal entity, and reimbursement for business expenses,
9 among others. This is so partly because FIRST BOOK did not compensate a certain number of
10 its employees at least two (2) times the minimum wage despite requiring its technician
11 employees to provide and maintain hand tools and equipment. As such, FIRST BOOK did not
12 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
13 itemized wage statements.

16 21. FIRST BOOK violated Labor Code § 203 because it willfully failed to pay Plaintiff and
17 other similarly situated aggrieved employees earned and due wages upon separation of
18 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
19 These earned but unpaid wages include the unpaid minimum wages/compensation for all hours
20 worked including non-productive time, overtime, premium pay for missed meal and rest breaks,
21 and business expense reimbursement, among others.

23 22. During the relevant time period, FIRST BOOK also failed to keep accurate and complete
24 payroll records showing the correct wages paid (for instance, twice the minimum wage and the
25 correct overtime compensation) to Plaintiff and other aggrieved employees, including
26 technicians, pursuant to California Labor Code sections 1174(d).

27 23. Alternatively, during the relevant time period, Plaintiff and other aggrieved employees
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1 incurred necessary, business-related expenses and costs that were not reimbursed by FIRST
2 BOOK. These costs include, but are not limited to, the purchase of tools to use in carrying out
3 their duties as technicians. Additionally, Plaintiff and others had to use their personal cell phones
4 for work purposes. Furthermore, Plaintiff had to consistently pay for uber rides to different
5 locations/dealership in effectuating his car sales. Plaintiff brought up the reimbursement issue
6 with management, who assured him that he would be reimbursed, however he never was.
7 Accordingly, FIRST BOOK was in violation of California Labor Code sections 2800 and 2802.

8 24. Furthermore, FIRST BOOK did not provide proper and correct/accurate sick pay that
9 was also accurately delineated on employee pay stubs and also failed to provide proper sick leave
10 in violation of Labor Code sections 233 and 246. Furthermore, FIRST BOOK failed to provide
11 suitable seating for breaks in violation of Industrial Welfare Commission Wage order no. 4-
12 2001/7-2001, sections 13(B) and 14(B) by not providing suitable resting facilities and not
13 providing suitable seating for breaks as Plaintiff's (as warehouse worker) and others' jobs
14 required them to stand most of the time in effectuating their job duties.
15

16 25. Each of the aforementioned violations, except the Labor Code section 226(a) violations,
17 is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is
18 no statutory right to cure.

19 26. Moreover, Plaintiff also has claims under the Fair Employment and Housing Act
20 (FEHA) for discrimination based on age as well as wrongful termination in violation of public
21 policy. Plaintiff was terminated on or around February 2023 due to his age. During his tenure,
22 Plaintiff was in the top 3 of Hyundai salespeople for 2 1/2 years, out of 25 salespeople.
23 Plaintiff volunteered to move to the new Genesis store and opened the Genesis store on March
24 1, 2022. Plaintiff was the only volunteer to move to the unproven Genesis store full time.
25 Plaintiff was the #1 salesperson for 21 of 23 months. During his time, Plaintiff was asked to
26 train salespeople and helped Alex Tamayo, a salesperson, get up to 18 sales per month.
27
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1 Plaintiff was fired one month before his 67th birthday, after the store hired 10 salespeople, 7 of
2 whom were 22 to 25 years old.

3 27. Pursuant to California Government Code section 12960, Plaintiff has exhausted his
4 administrative remedies. Plaintiff filed a complaint with the California Civil Rights
5 Department (CRD), alleging claims in this complaint. The CRD immediately issued to Plaintiff
6 a right to sue letter.

7
8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

10 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
11 **Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13
14 28. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth herein.

16 29. At all times relevant herein, Defendants were required to compensate its employees for
17 all hours worked upon reporting for work at the appointed time stated by the employer
18 pursuant to Industrial Welfare Commission Order 4-2001/7-2001, California Code of
19 Regulations, Title 8, Section 11040/11070.

20
21 30. For the three (3) years preceding filing of this action, Defendants failed to compensate
22 Plaintiff for all hours worked.

23 31. Under the aforementioned wage order and regulations, Plaintiff is to recover
24 compensation for all hours worked but not paid by Defendants for the three (3) years
25 preceding the filing of this Complaint.

26
27 32. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
28 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of

1 this Court.

2 33. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
3 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
4 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
5 reasonable attorney's fees and costs of suit.
6

7 34. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
9 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.
10

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

13 **(California Labor Code Sections 1194, 1194.2, 1197)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 35. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 34, inclusive, of this Complaint as though fully set forth herein.

17 36. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the minimum wage
19 rate for all hours worked as required by the applicable Industrial Welfare Commission
20 (hereinafter "IWC") Wage Order No. 4-2001/7-2001, codified at California Code of
21 Regulations, Title 8, Section 11040/11070, subdivision 4.
22

23 37. Pursuant to IWC Wage Order no. 4-2001/7-2001, subdivision 2(K)/(H), at all relevant
24 times, "hours worked" included "the time during which an employee is subject to the control of
25 an employer, and includes all the time the employee is suffered or permitted to work, whether
26 or not required to do so..."
27

28 38. During his employment, Plaintiff was regularly required as a matter of uniform

1 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
2 was paid less than the minimum wage rate by Defendants for hours worked in violation of
3 California Labor Code Section 1197 and the applicable California Industrial Wage
4 Commission wage order(s).

6 39. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
7 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
8 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
9 to believe that their acts or omissions were not contrary to California law.

10 40. For all hours worked by Plaintiff for which he was paid less than the minimum wage
11 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
12 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
13 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
14 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

16 41. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
18 trial.

19
20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME**

22 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
23 **Regulations Title 8 Section 11040/11070; California Labor Code Section 510)**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 42. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 41, inclusive, of this Complaint as though fully set forth herein.

27 43. Pursuant to Industrial Welfare Commission Order No. 4-2001/7-2001, Cal. Code of
28

1 Regs., Title 8, Section 11040/11070, for the period of Plaintiff's employment, Defendants were
2 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
3 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
4 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
5 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
6 week.
7

8 44. Plaintiff was a non-exempt employee entitled to the protections of the California
9 Industrial Welfare Commission Order No. 4-2001/7-2001, California Code of Regulations,
10 Title 8, Section 11040/11070.
11

12 45. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
13 single workday or forty (40) hours in a single workweek on numerous occasions.

14 46. Plaintiff was entitled to the above overtime premiums.

15 47. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
17 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
18 twelve (12) in a day.
19

20 48. Defendants did not pay Plaintiff premium wages of at least one and one-half times
21 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

22 49. Plaintiff worked at least one pay period in which he was not properly paid overtime
23 within the three (3) years prior to the initiation of this lawsuit.

24 50. Defendants know or should know the actual dates of overtime worked, the amount of
25 overtime worked, and the amount of unpaid overtime due.

26 51. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
27 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
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1 Court.

2 52. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
3 Regulations, Title 8, Sections 11040/11070, Plaintiff is entitled to recover damages for the
4 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
5 reasonable attorney's fees and costs of suit.
6

7 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(California Labor Code Section 226)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14
15 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

17 55. Pursuant to California Labor Code Section 226, every employer must furnish each
18 employee an itemized statement of wages and deductions at the time of payment of wages.
19

20 56. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
21 accurately reflected all information required by Labor Code Section 226, including but not
22 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
23 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
24 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
25 statements to Plaintiff in accordance with California Labor Code Section 226(a).
26

27 57. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
28 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation

1 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
2 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
3 reasonable attorney's fees.

4
5 58. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
6 sustained damages, including loss of earnings, in an amount to be established at trial. As a
7 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
8 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
9 and attorney's fees pursuant to statute.

10 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.
13

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

16 **(California Labor Code Section 204)**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 60. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.
20

21 61. California Labor Code Section 204 establishes the fundamental right of all employees
22 in the State of California to be paid wages in a timely fashion for their work.

23 62. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
24 full amount of all owed wages when due as required by California Labor Code Section 204.

25 63. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
26 informed, believes, and thereon alleges, that all times relevant during the liability period,
27 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
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1 including overtime hours, the minimum wage, and premium pay for missed meal and rest
2 breaks.

3 64. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
4 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
5 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
6 from Defendants' records or indirectly based on information from Defendants' records.
7

8 65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
10 trial.
11

12 **SIXTH CAUSE OF ACTION**

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

14 **(California Labor Code Sections 201, 203)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 66. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 65, inclusive, of this Complaint as though fully set forth herein.
18

19 67. Pursuant to California Labor Code Section 201(a), an employer who discharges an
20 employee must immediately pay for all compensation due and owing.

21 68. Pursuant to California Labor Code Section 202, when an employee resigns, the
22 employer must pay all compensation due and owing within 72 hours of resignation, or on the
23 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

24 69. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
25 without abatement or reduction, any wages of an employee whose employment ends, the wages
26 of the employee shall continue as a penalty from the due date at the same rate until paid or until
27 an action is commenced; however, the wages shall not continue for more than 30 days for
28

1 failure to pay an employee owed wages.

2 70. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
3 continue to refuse to pay his unpaid wages as required by Labor Code Section 203.
4

5 71. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
8 preceding the filing of this lawsuit.

9 72. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
10 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
11 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.
12

13 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO GIVE REST BREAKS**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.
21

22 75. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 23 a. Title 8 of the California Code of Regulations Sections 11040/11070(12)(A), which
24 provides that every employer shall authorize and permit all employees to take rest
25 periods, which insofar as practicable shall be in the middle of each work period.

26 The authorized rest period time shall be based on the total hours worked daily at the
27 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
28

1 b. Title 8 of the California Code of Regulations Sections 11040/11070(12)(B), which
2 provides that if an employer fails to provide an employee a rest period in
3 accordance with the applicable provisions of this order, the employer shall pay the
4 employee one (1) hour of pay at employee's regular rate of compensation for each
5 workday that the rest period is not provided;

6 c. Title 8 of the California Code of Regulations sections 11040/11070(20)(A), which
7 penalizes the employer \$50.00 for each initial violation, per employee, of any
8 provision of the Wage Order, and \$100.00 for each additional violation thereafter
9 per employee; and
10

11 d. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any rest period mandated by an applicable order of
13 the Industrial Welfare Commission, and (b) if an employer fails to provide an
14 employee a rest period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one (1) additional hour
16 of pay at employee's regular rate of compensation for each work day that the rest
17 period is not provided.
18

19 76. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
20 rest break after every four (4) hours of work or major fraction thereof, as required by California
21 law.

22 77. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
26

27 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
28

1 fees as well as interest under Labor Code section 218.6.

2 79. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO GIVE MEAL BREAKS**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8
9 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

11 81. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 12 a. California Labor Code section 512(a), which requires that employees be given a 30-
13 minute uninterrupted meal break after five (5) hours of work, and a second
14 uninterrupted meal break after ten (10) hours of work;
- 15 b. California Labor Code section 226.7, which states that (a) no employer shall require
16 any employee to work during any meal period mandated by an applicable order of
17 the Industrial Welfare Commission, and (b) if any employer fails to provide an
18 employee a meal period in accordance with an applicable order of the Industrial
19 Welfare Commission, the employer shall pay the employee one (1) additional hour
20 of pay at the employee's regular rate of compensation for each workday that the
21 meal period is not provided;
- 22 c. California Industrial Welfare Commission Order No. 4/7 section 11(B), as codified
23 under Title 8 of the California Code of Regulations Section 11040/11070, which
24 states that if an employer fails to provide an employee a meal period in accordance
25 with the applicable provisions of the Wage Order, the employer shall pay the
26
27
28

employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

- d. California Industrial Welfare Commission Wage Order No. 4/7 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11040/11070, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 4/7 Section 20(A), as codified under California Code of Regulations Section 11040/11070, which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 and 7) as enforceable law.

82. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4/7, as codified under California Code of Regulations Sections 11040/11070 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11070 requires that if the employer fails to

1 provide the employee with an uninterrupted meal period, the employer must pay the employee
2 one (1) hour of pay for each work day that the meal period is not given.

3 83. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 84. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 85. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
12

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

15 **(Plaintiff against All Named Defendants and all DOE defendants)**

16 86. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.

18 87. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties."
21

22 88. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
23 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
24 of completing his job duties, which were not reimbursed by Defendant. These expenses
25 include, but are not limited to, use of his personal cell phone for work purposes. Furthermore,
26 Plaintiff had to consistently pay for uber rides to different locations/dealership in effectuating
27
28

1 his car sales. Plaintiff brought up the reimbursement issue with management, who assured him
2 that he would be reimbursed, however he never was.

3 89. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
4 and attorney's fees and costs, under Labor Code section 2802.

5 **TENTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
8 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
9 **1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and IWC 4-2001/7-2001)**

10 **(Plaintiff against All Named Defendants and all DOE defendants)**

11 90. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

13 91. Plaintiff has complied with the procedures for bringing suit specified in California
14 Labor Code § 2699.3.

15 92. By letter dated January 24, 2024, Plaintiff gave written notice by certified mail to the
16 Labor and Workforce Development Agency ("LWDA") and Defendants of the specific
17 provisions of the California Labor Code alleged to have been violated, including the facts and
18 theories to support the alleged violations.

19 93. Pursuant to California Labor code section 2699.3, no response was received from
20 the LWDA within 65 days of the postmark date of the above-alleged letter.

21 94. Plaintiff therefore has exhausted all administrative remedies required of him under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendants' violations of the
24 Labor Code.

25 95. Pursuant to California Labor Code section 2699, any provisions of the Labor
26 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code
28 may, as an alternative, be recovered through a civil action brought by an aggrieved employee

1 on behalf of himself or herself and other current or former employees pursuant to the procedures
2 specified in California Labor Code section 2699.3.

3 96. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against him, and therefore is
5 properly suited to represent the interests of other current and former employees, including all
6 current and former hourly, non-exempt employees who worked for FIRST BOOK at all locations
7 in the State of California during the applicable PAGA Period.

8 97. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
9 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
10 numerous provisions of the California Labor Code as alleged in this Complaint.

11 98. Plaintiff therefore has exhausted all administrative remedies required of him under
12 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
13 this cause of action and pursue penalties in a representative action for Defendants’ violations of
14 the Labor Code.

15 99. California Labor Code section 2699 et seq. imposes penalties upon culpable
16 Defendants for violating the Labor Code.

17 100. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
18 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
19 seeking individual penalties/victim specific relief or underpaid wages for herself or other
20 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
21 this Complaint for individual wages but is not seeking wages through the PAGA action.

22 101. Specifically, Plaintiff seeks penalties under California Labor Code
23 section 2699, for the following:

24 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
25 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
26 2802), and any other Labor Codes/Industrial Welfare Commission Order (No. 4/7) violated
27 based on the facts alleged in this Complaint.

28 102. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,

1 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
2 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
3 limits of this Court.

4 **ELEVENTH CAUSE OF ACTION**

5 **DISCRIMINATION ON THE BASIS OF AGE IN VIOLATION OF FEHA**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 103.Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 102, inclusive, of this Complaint as thought fully set forth herein.
9

10 104.Defendants and DOES 1 to 25, inclusive, are covered employers under California's
11 Fair Employment and Housing Act.

12 105.At all times herein mentioned, FEHA, Government Code section 12940, et seq.,
13 was in full force and effect and was binding on Defendants. This statute requires Defendants to
14 refrain from discriminating against any employee because he or she is more than 40 years old.

15 106.Plaintiff, an employee over 40 years of age, was subjected to adverse employment
16 action based upon his age. These adverse employment acts were based on and substantially
17 motivated in whole or in part by purposeful age discrimination, as prohibited by the laws of the
18 State of California. This cause of action is brought pursuant to FEHA and the California
19 Constitution Article 1, section 8.
20

21 107.In engaging in the aforementioned conduct, Defendants and DOES 1 to 25,
22 inclusive, and each of them, aided, abetted, incited, compelled, and/or coerced unlawful
23 employment practices in violation of the announced policy of this State against such practices.
24 Furthermore, they failed to take immediate and appropriate corrective action to prevent this
25 discrimination.
26

27 108.As a direct and proximate result of the aforementioned acts and omissions of
28

1 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
2 loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

5 109.The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
6 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
7 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
8 of their workers' right to work in an environment in which personnel decisions and company
9 policies are made without regard to age, so as to justify the imposition of punitive damages to
10 punish and set an example of said Defendants.

12 110.As a proximate result of the foregoing conduct, which violated the provisions of
13 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
14 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

16 **TWELFTH CAUSE OF ACTION**

18 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

19 **(Plaintiff against All Named Defendants and all DOE defendants)**

20 111. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 110, inclusive, of this Complaint as though fully set forth herein.

22 112. At all times during his employment with Defendant FIRST BOOK,
23 Plaintiff performed his duties with the utmost diligence and competence.

24 113. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
25 actions to treat him differently and ultimately terminate him as alleged herein, was motivated
26 by Plaintiff's age. Defendant FIRST BOOK intentionally created the aforementioned
27
28

1 retaliation, thereby not giving Plaintiff an opportunity to work in an environment free of
2 retaliation based on age.

3 114. The employment of Plaintiff was wrongfully terminated in February 2023 in violation
4 of the fundamental public policy of the State of California with respect to retaliating against an
5 employee on account of their age. Moreover, Plaintiff was forced to hire an attorney to assist
6 him to end these illegal activities. Said conduct violated statutory and constitutional
7 expressions of public policy including, the California Government Code section
8 12940 et seq. (FEHA) and the California Constitution, Article 1 section 8.
9

10 115. As set forth above, said actions by Defendants were wrongful and in violation of the
11 fundamental principles of the public policy of the State of California as reflected in its laws,
12 objectives and policies. Said statutes and constitutional expressions of public policy include,
13 but are not limited to, California Government Code section 12940 (FEHA), and the California
14 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
15 just the private interests of the employers and employees whom they govern or protect.
16

17 116. As a direct and proximate result of the aforementioned acts and omissions of
18 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
19 loss of income (past and future), loss of employment benefits (past and future), general and
20 compensatory damages (past and future), mental pain and anguish and emotional distress (past
21 and future), and will continue to suffer in the future, in an amount to be proved at trial.
22

23 117. The foregoing conduct engaged in by Defendants and each of their directors, officers
24 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
25 and carried on with a conscious and willful disregard of their workers' right to work in an
26 environment free of discrimination and retaliation due to age, so as to justify the imposition of
27 punitive damages to punish and set an example of said Defendants.
28

1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

3 **(California Business and Professions Code Section 17200)**

4 **(Plaintiff against All Named Defendants and all DOE defendants)**

5 118. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 117, inclusive, of this Complaint as though fully set forth herein.

7 119. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
8 constitutes unfair and unlawful business practices under California Business and Professions
9 Code Section 17200, et seq.
10

11 120. Defendant's violations of the California labor laws and FEHA constitutes a business
12 practice because it was done repeatedly over a significant period of time in a systematic
13 manner that was detrimental to Plaintiff and other employees.

14 121. Defendants' violations of California labor laws and FEHA constitutes a business
15 practice because it was done repeatedly over a significant period of time in a systematic
16 manner that was detrimental to Plaintiff and others.

17 122. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
18 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
19 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
20 seq.
21

22 123. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
23 multiple damages as specifically provided in California Business and Professions Code section
24 17200 et seq.

25 124. For the four years preceding the filing of this action, Plaintiff requests
26 restitution of all monies and profits to be disgorged from Defendants in an amount according to
27
28

proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For compensatory damages including lost past and future wages, regular wages, overtime, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, up to an amount of **\$2,500,000;**
2. For special and consequential damages to Plaintiff in an amount up to **\$1,500,000;**
3. For general damages in an amount up to **\$10,000,000;**
4. For punitive/exemplary damages in an amount up to **\$25,000,000** against FIRST BOOK.
5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount up to **\$4,000;**
6. For damages and penalties pursuant to Labor Code Section 203 in an amount up to **\$50,000;**
7. For damages and penalties pursuant to Labor Code Section 204/210 in an amount up to **\$50,000;**
8. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period for an amount up to **\$100,000;**
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break for an amount up to **\$100,000;**
12. For maximum civil penalties available under the Labor Code and applicable Wage Order

1 against Defendant as described more particularly in the Complaint and Representative
2 PAGA claim/action up to an amount of **\$150,000** for Plaintiff individually and up to an
3 amount of **\$7,500,000** for other aggrieved employees;

4 13. For all remedies available to Plaintiff under the applicable Wage Order and the
5 Labor Code including an award of attorney's fees, costs, interest, and penalties
6 according to proof to the extent permitted by law;

7 14. For restitution and/or damages for all amounts unlawfully withheld from the wages of
8 Plaintiff, as may be proven;

9 15. For the imposition of civil penalties and/or statutory penalties;

10 16. For all interest as allowed by law;

11 17. For all costs and disbursements incurred in this suit;

12 18. Reasonable attorney's fees where available by law, including but not limited to,
13 pursuant to the California Labor Code, including section 2698 et seq., Government
14 Code section 12940 et seq. and the FEHA, Code of Civil Procedure section 1021.5,
15 and/or other applicable laws; and

16 19. For such other and further relief as this Court may deem proper.

17 DATED: May 13, 2024

MESSRELIAN LAW INC.

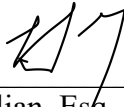
18 By 
19 Harout Messrelian, Esq.
20 Attorneys for Plaintiff William Jake Weber

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

24 DATED: May 13, 2024

MESSRELIAN LAW INC.

25 By 
26 Harout Messrelian, Esq.
27 Attorneys for Plaintiff William Jake Weber
28