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County of Santa Clara
24CV434566
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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SANTA CLARA**

15 JOSE SANTIAGO, as an aggrieved employee
16 and private attorney general,

17 Plaintiff,

18 vs.

19 RURAL/METRO FIRE DEPT., INC., an Arizona
20 corporation; and DOES 1 through 50, inclusive,

21 Defendants.
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Case No. **24CV434566**

**COMPLAINT FOR REPRESENTATIVE
ENFORCEMENT ACTION UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE §§ 2698 ET SEQ.**

1 Plaintiff JOSE SANTIAGO (“Plaintiff”), individually and as an aggrieved employee and
2 private attorney general pursuant to the Labor Code Private Attorneys General Act of 2004, based
3 upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative enforcement action brought by Plaintiff against Defendants
7 RURAL/METRO FIRE DEPT., INC. and DOES 1 through 50 (collectively “Defendants”) under the
8 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.
9 (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals
10 who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at
11 any time during the period from January 31, 2023, to final judgment (“Aggrieved Employees”).

12 2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired
13 Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked
14 (including minimum wages, straight time wages, and overtime wages), failed to provide them with all
15 meal periods and rest periods to which they were entitled, failed to timely pay them all wages during
16 their employment, failed to timely pay them all wages due upon termination of their employment,
17 failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll
18 records, and failed to reimburse them for necessary business expenses.

19 3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204,
20 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
21 Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover
22 all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees
23 and costs.

24 **JURISDICTION AND VENUE**

25 4. This Court has jurisdiction over this action pursuant to the California Constitution,
26 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
27 for jurisdiction.

28 5. This Court has jurisdiction over all Defendants because, upon information and belief,

Defendants are citizens and residents of California, regularly conduct business in California, have sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

6. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

7. Venue is proper in the judicial district and the County of Santa Clara, California, because Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of Santa Clara. Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Santa Clara.

THE PARTIES

8. Plaintiff JOSE SANTIAGO is an individual residing in the State of California.

9. Defendant RURAL/METRO FIRE DEPT., INC. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Arizona, and registered to do business in the state of California.

10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names Does 1 through 50. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by their conduct. Plaintiff will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known.

11. Defendant RURAL/METRO FIRE DEPT., INC. and/or Does 1 through 50 are collectively referred to herein as "Defendants."

12. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein each of Defendants was the parent, subsidiary, agent, servant, employee, co-venturer, co-conspirator, and/or alter ego of each of the other Defendants, and was at all times mentioned acting

1 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
2 employment, joint venture, conspiracy, or alter ego relationship.

3 13. Defendants are and at all times herein mentioned were, (a) conducting business in the
4 County of Santa Clara, State of California, and (b) the employer of Plaintiff and the Aggrieved
5 Employees consistent with the California Labor Code and Industrial Welfare Commission Wage
6 Orders (“Wage Orders”).

7 14. At all relevant times, Defendants, directly or indirectly, had the authority to hire and
8 terminate Plaintiff and the Aggrieved Employees, and controlled or affected the working conditions,
9 wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees so as
10 to make each of said Defendants employers jointly liable under the statutory provisions set forth
11 herein.

12 15. At all relevant times, Defendants exercised sufficient authority over the terms and
13 conditions of Plaintiff's and the Aggrieved Employees' employment for them to be joint employers
14 of Plaintiff and the Aggrieved Employees.

15 16. At all relevant times, Defendants, and each of them, ratified each and every act or
16 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
17 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
18 alleged.

19 17. Plaintiff is informed and believes, and based thereon alleges, that each of said
20 Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 **GENERAL ALLEGATIONS**

23 18. Defendants are a provider of private fire, rescue, and hazmat response services.

24 19. From approximately April 2018 to October 2020, Defendants, jointly and severally,
25 employed Plaintiff as a non-exempt, hourly-paid Rescue Technician. During his employment with
26 Defendants, Plaintiff was required to work at numerous job sites throughout the State of California,
27 including job sites located in Santa Clara County.

28 20. At all relevant times set forth herein, Defendants employed Plaintiff and Aggrieved

1 Employees as hourly-paid or non-exempt employees.

2 21. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an
3 ongoing scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in
4 more detail below, this scheme involved, *inter alia*, failing to pay Plaintiff and Aggrieved Employees
5 all wages owed for all time worked (including minimum wages, straight time wages, and overtime
6 wages); failing to permit Plaintiff and Aggrieved Employees to take timely and duty-free meal periods
7 and rest periods in violation of California law and failing to pay associated premium wages; failing to
8 timely pay all wages owed to Plaintiff and Aggrieved Employees during employment and upon
9 cessation of their employment; failing to maintain required records; failing to provide accurate
10 itemized wage statements to Plaintiff and Aggrieved Employees; failing to reimburse Plaintiff and
11 Aggrieved Employees for all business-related expenses and costs; and failing to provide accurate
12 itemized wage statements.

13 22. Throughout the time period involved in this case, Defendants have implemented
14 policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and
15 duty-free meal periods. Defendants routinely failed to relieve Plaintiff and Aggrieved Employees of
16 all duties during their meal periods, regularly failed to relinquish control over Plaintiff and Aggrieved
17 Employees during their meal periods, regularly failed to permit Plaintiff and Aggrieved Employees a
18 reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff and
19 Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end
20 of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no
21 later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed
22 to maintain accurate records of meal periods taken by Plaintiff and Aggrieved Employees.

23 23. Throughout the time period involved in this case, Defendants did not adequately inform
24 Plaintiff and Aggrieved Employees of their right to take meal periods under California law. Moreover,
25 Defendants systematically disregarded their own written policies regarding the provision and timing
26 of meal periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and
27 practice was to schedule Plaintiff and Aggrieved Employees in a way that prohibited them from taking
28 timely and duty-free meal periods, and to require Plaintiff and Aggrieved Employees to work through
their meal periods, for which they were not compensated.

1 24. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
2 Aggrieved Employees premium wages for meal periods that were missed, late, interrupted, or
3 shortened in violation of California law. Defendants knew or should have known that Plaintiff and
4 Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of
5 pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.
6 Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal
7 periods to Plaintiff and Aggrieved Employees, and routinely failed to pay one additional hour of pay
8 to Plaintiff and Aggrieved Employees at their regular rate of pay when a meal period was missed,
9 short, late, and/or interrupted.

10 25. Throughout the time period involved in this case, Defendants have implemented
11 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely and
12 duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and
13 Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and
14 one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting
15 six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such
16 rest breaks in the middle of each work period.

17 26. Throughout the time period involved in this case, Defendants did not adequately inform
18 Plaintiff and Aggrieved Employees of their right to take rest periods under California law. Moreover,
19 Defendants systematically disregarded their own written policies regarding the provision and timing
20 of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice
21 was to schedule Plaintiff and Aggrieved Employees in a way that regularly prohibited them from
22 taking timely and duty-free rest periods, and to regularly require Plaintiff and Aggrieved Employees
23 to work through their rest periods.

24 27. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
25 Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened
26 in violation of California law. Defendants knew or should have known that Plaintiff and Aggrieved
27 Employees were entitled to receive all rest periods or payment of one additional hour of pay at their
28 regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
knowledge, Defendants routinely failed to authorize and permit Plaintiff and Aggrieved Employees
to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and Aggrieved

1 Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

2 28. Throughout the time period involved in this case, Defendants regularly required
3 Plaintiff and Aggrieved Employees to perform work off-the-clock. Although Defendants prohibited
4 overtime, Defendants still regularly required Plaintiff and Aggrieved Employees complete all of their
5 assigned duties. To do so, Plaintiff and Aggrieved Employees were regularly required to perform work
6 off-the-clock for which they were not compensated.

7 29. Throughout the time period involved in this case, Defendants employed a time rounding
8 policy that was not neutral and designed to consistently round time in Defendants' favor, ensuring that
9 Plaintiff and the Aggrieved Employees were oftentimes not paid for all time worked.

10 30. Throughout the time period involved in this case, Defendants implemented policies that
11 prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked,
12 resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

13 31. Throughout the time period involved in this case, Plaintiff and Aggrieved Employees
14 worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

15 32. Throughout the time period involved in this case, Defendants regularly failed to pay
16 overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess of eight
17 (8) hours in a single workday and/or forty (40) hours in a single work week, or in excess of twelve
18 (12) hours in a single workday and/or eighty (80) hours in a single work week. Defendants knew or
19 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for
20 overtime or double overtime compensation and that they were not receiving wages for overtime or
21 double overtime compensation.

22 33. Throughout the time period involved in this case, Defendants failed to pay overtime to
23 Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of pay
24 correctly calculated to include all applicable remuneration.

25 34. Throughout the time period involved in this case, Defendants regularly failed to pay
26 Plaintiff and Aggrieved Employees at least minimum wages for all hours worked. Defendants knew
27 or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
28 minimum wages for all hours worked and that they were not receiving at least minimum wages for all
hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff
and Aggrieved Employees at the required minimum wage pursuant to California law, and requiring

1 Plaintiff and Aggrieved Employees to perform work off the clock.

2 35. Throughout the time period involved in this case, Defendants regularly failed to pay
3 Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
4 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to
5 receive all wages owed to them upon termination within the time permissible under California Labor
6 Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all final wages
7 owed to them upon discharge or resignation, including overtime compensation, minimum wages, meal
8 period premiums, and rest period premiums, within any time permissible under California Labor Code
9 section 202.

10 36. Throughout the time period involved in this case, Defendants regularly failed to pay
11 Plaintiff and Aggrieved Employees all wages within any time permissible under California law,
12 including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that
13 Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them during their
14 employment. Plaintiff and Aggrieved Employees did not receive payment of all wages, including
15 overtime compensation, minimum wages, and meal and rest period premiums, within any time
16 permissible under California Labor Code section 204.

17 37. Throughout the time period involved in this case, Defendants regularly failed to
18 provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants
19 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
20 and accurate wage statements in accordance with California law, but, in fact, they did not receive
21 complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the
22 failure to include the total number of hours worked, the actual gross wages earned, and the correct
23 rates of pay.

24 38. Throughout the time period involved in this case, Defendants regularly failed to keep
25 complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants knew or
26 should have known that Defendants were required to keep complete and accurate payroll records for
27 Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did not keep
28 complete and accurate payroll records.

39. Throughout the time period involved in this case, Defendants regularly failed to
maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal

1 periods, total daily hours, hours per pay period, and applicable pay rates.

2 40. Throughout the time period involved in this case, Defendants failed to reimburse
3 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but not
4 limited to use of their personal cell phones for work-related purposes. Defendants knew or should
5 have known that Defendants were required to reimburse Plaintiff and the Aggrieved Employees for
6 all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California
7 law.

8 41. Throughout the time period involved in this case, Defendants knew or should have
9 known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to California
10 law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
11 intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved Employees that they
12 paid all wages owed to them, all to increase Defendants' profits.

13 **PAGA ALLEGATIONS**

14 42. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
15 Defendants.

16 43. PAGA provides that any provision of law under the California Labor Code that
17 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
18 by the California Labor & Workforce Development Agency ("LWDA") for violations of the California
19 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
20 employee on behalf of themselves and other current or former employees pursuant to procedures outlined
21 in California Labor Code section 2699.3.

22 44. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
23 any person that was employed by the alleged violator and against whom one or more of the alleged
24 violations was committed.

25 45. Plaintiff was employed by Defendants and the alleged violations were committed
26 against them during his time of employment. Plaintiff and the other employees are therefore
27 "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current
28 or former employees of Defendants and one of more of the alleged violations were committed against
them.

1 46. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
2 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
3 have been met:

4 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
5 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
6 Labor Code alleged to have been violated, including the facts and theories to support the
7 alleged violations.

8 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
9 aggrieved employee by certified mail that it does not intend to investigate the alleged
10 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
11 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
12 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
13 employee may commence a civil action pursuant to California Labor Code section 2699
14 to recover civil penalties in addition to any other penalties to which the employee may be
15 entitled.

16 47. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3.
17 On January 16, 2024, Plaintiff, through his counsel of record, by online filing with the Labor and
18 Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
19 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that
20 Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s
21 intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under
22 Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the
23 mailing of Plaintiff’s January 16, 2024, notice, and the Labor and Workforce Development Agency
24 has not indicated that it intends to investigate the violations discussed in the notice.

25 48. Accordingly, the administrative prerequisites under California Labor Code section
26 2699.3(a) to recover civil penalties against Defendants have been fully exhausted and Plaintiff may
27 commence a civil action to recover penalties against Defendants, in addition to other remedies for
28 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 512(a), 1174(d), 1194,

1 1197, 1197.1, 1198, 2800 and 2802.

2 **FIRST CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 2698, Et Seq.**

4 **(Against All Defendants)**

5 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 50. Plaintiff brings this action as a representative action on behalf of himself, other
8 Aggrieved Employees, and the State of California in his capacity as a private attorney general pursuant
9 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA").

10 51. PAGA expressly provides for a private right of action to recover civil penalties for
11 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
12 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
13 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
14 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
15 brought by an aggrieved employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

17 52. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
18 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
19 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

20 53. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
21 as defined by California Labor Code section 2699(c) in that they are all current or former employees
22 of Defendants, and one or more of the alleged violations were committed against them.

23 54. As set forth in detail above and below, during all times relevant to this Action,
24 Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
25 Labor Codes by:

- 26 (a) Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
27 compensation in violation of Labor Code §§ 1194, 1197, and 1198 *et seq.*
28

- (b) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 510, 1194, and 1198 *et seq.*
- (c) Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- (d) Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code § 226.7.
- (e) Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 201 and 202.
- (f) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- (g) Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- (h) Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- (i) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

55. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

56. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

57. Plaintiff was compelled to retain the services of counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1) of California Labor Code;

2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

3. For such other and further relief as the Court may deem proper.

Respectfully Submitted,

Dated: April 5, 2024

PARKER & MINNE, LLP

By:

Sabri Mue

S. Emi Minne

Attorneys for Plaintiff JOSE SANTIAGO