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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CIVSB2416146

JEFFREY CLUCK and SUSAN KNIGHT,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

GEO SECURE SERVICES, LLC, a Florida
limited liability company; THE GEO GROUP,
INC., a Florida corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.:

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiffs Jeffrey Cluck and Susan Knight (“Plaintiffs”), on information and belief, allege
2 as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action individually, and on behalf of the State of California and
5 other aggrieved persons, against Defendants GEO Secure Services, LLC, The GEO Group, Inc.,
6 and DOES 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the
7 Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”)
8 stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and
9 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to pay all earned wages twice per month, failure to maintain accurate records of hours
11 worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage
12 statements, failure to indemnify employees for expenditures, and failure to produce requested
13 employment records.

14 2. For over 50 years, California’s courts and Legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his or
17 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
18 employees are promptly paid the minimum/overtime wages that the Legislature has required for
19 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution,
22 or other damages other than civil penalties—California has enacted PAGA to permit an individual
23 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant period who are or were harmed by
25 Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees worked for
26 Defendants as hourly-paid or non-exempt employees within the applicable period.

27 4. Plaintiffs bring this action against Defendants seeking only to recover penalties on
28 behalf of Plaintiffs individually, on behalf of certain Aggrieved Employees that worked for

Defendants, and on behalf of the State of California. Plaintiffs do not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for Plaintiffs individually, and certain Aggrieved Employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including San Bernardino County. As such and based upon all the facts and circumstances incident to Defendants' businesses in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff Jeffrey Cluck is a resident of Apple Valley, California who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately August 2022 to present.

9. Plaintiff Susan Knight is a resident of Bakersfield, California who worked for Defendants in Kern County, California as an hourly-paid, non-exempt employee from approximately 2011 to present.

1 **B. Defendants**

2 10. Plaintiffs are informed and believe, and based upon that information and belief
3 allege, that Defendants GEO Secure Services, LLC, The GEO Group, Inc. are, and at all times
4 herein mentioned, were:

- 5 (a) Business entities conducting business in numerous counties throughout the
6 State of California, including San Bernardino County; and,
7 (b) The former employers of Plaintiffs, and the current and/or former employers
8 of Aggrieved Employees, because Defendants GEO Secure Services, LLC
9 and The GEO Group, Inc. suffered and permitted Plaintiffs and Aggrieved
10 Employees to work; and/or controlled their wages, hours, or working
11 conditions; and or engaged Plaintiffs and Aggrieved Employees, thereby
12 creating a common law employment relationship.

13 11. Plaintiffs do not know the true names or capacities of the persons or entities sued
14 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each
15 of the Doe Defendants were in some manner legally responsible for the damages suffered by
16 Plaintiffs and certain Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint
17 to set forth the true names and capacities of these Defendants when they have been ascertained,
18 together with appropriate charging allegations, as may be necessary.

19 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
20 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
21 injured a significant number of the Plaintiffs and Aggrieved Employees in the State of California.

22 13. Plaintiffs are informed and believe and thereon allege that at all relevant times each
23 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
24 other employees and exercised control over their wages, hours, and working conditions. Plaintiffs
25 are informed and believe and thereon allege that, at all relevant times, each Defendant was the
26 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
27 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
28 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise

1 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
2 for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and
3 thereon allege that each Defendant acted pursuant to and within the scope of the relationships
4 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
5 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

6 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7 14. Plaintiff Jeffrey Cluck worked for Defendants in San Bernardino County, California
8 as an hourly-paid, non-exempt employee from approximately August 2022 to present. Plaintiff
9 Susan Knight worked for Defendants in Kern County, California as an hourly-paid, non-exempt
10 employee from approximately 2011 to present. At all times, Defendants paid Plaintiffs an hourly
11 wage and classified Plaintiffs as non-exempt from overtime.

12 15. Throughout Plaintiffs' employment, Defendants committed numerous labor code
13 violations under state law. As discussed below, Plaintiffs' experience working for Defendants was
14 typical and illustrative.

15 A. **Failure to Pay for All Hours Worked, Including Minimum, Straight Time,**
16 **and Overtime Wages**

17 16. Under California law, an employer must pay for all hours worked by an employee.
18 "Hours worked" is the time during which an employee is subject to the control of an employer and
19 includes all the time the employee is suffered or permitted to work, whether or not required to do
20 so.

21 17. Labor Code § 510 provides that employees in California shall not be employed more
22 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
23 compensation beyond their regular wages in amounts specified by law.

24 18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
25 be employed more than eight hours in any workday unless they receive additional compensation
26 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
27 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

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1 19. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and
2 certain Aggrieved Employees for all hours worked, including minimum wages, straight time, and
3 overtime wages. Defendants, at times, required Plaintiffs and certain Aggrieved Employees to
4 work “off-the-clock,” uncompensated, by, for example, requiring Plaintiffs and certain Aggrieved
5 Employees to perform work during uncompensated meal periods and/or requiring Plaintiffs and
6 certain Aggrieved Employees to perform work after clocking out for the workday. Some of this
7 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
8 Defendants also failed, at times, to maintain accurate records of the hours Plaintiffs and certain
9 Aggrieved Employees worked.

10 **B. Failure to Provide Meal Periods**

11 20. Under California law, employers have an affirmative obligation to relieve
12 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
13 end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute
14 meal period no later than the end of the tenth hour of work in a workday. Further, employees are
15 entitled to be paid one hour of additional wages for each workday they were not provided with a
16 required meal period(s).

17 21. Despite these legal requirements, Defendants wrongfully failed, at times, to provide
18 Plaintiffs and Aggrieved Employees, or some of them, with their legally mandated 30-minute,
19 uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued
20 to assert control over Plaintiffs and Aggrieved Employees, or some of them, by, among other
21 things, requiring, pressuring, or encouraging them to perform work tasks which could not be
22 completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and
23 certain Aggrieved Employees permission to take a meal period under the conditions required by
24 law, and without properly compensating Plaintiffs and Aggrieved Employees, or some of them, for
25 meal periods that were not provided as required by law. Defendants also failed, at times, to permit
26 Plaintiffs to take a second meal period when Plaintiffs worked at least ten hours of work in a
27 workday. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiffs and certain
28 Aggrieved Employees in compliance with California law.

22. Plaintiffs and Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, at times, failed to pay Plaintiffs and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

C. Failure to Authorize and Permit Rest Breaks

23. Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

24. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiffs and Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law. Defendants, at times, also required Plaintiffs and Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), and without properly compensating Plaintiffs and Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, among other things, Defendants continued to assert control over Plaintiffs and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, and by denying Plaintiffs and Aggrieved Employees, or some of them, permission to take a rest period under the conditions required by law. Accordingly, Defendants failed, at times, to authorize and permit Plaintiffs and Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

25. Plaintiffs and certain Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendants, however, at times, failed to pay Plaintiffs and certain Aggrieved

Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

D. Failure to Pay All Earned Wages Twice Per Month

26. Based on Defendants' failure to pay Plaintiffs and certain Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

27. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, Defendants, at times, failed and refused to pay the employees all wages due, and failed, at times, to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiffs and certain Aggrieved Employees suffered damages in those amounts.

E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods

28. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

29. Defendants, however, at times, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and certain Aggrieved Employees.

30. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiffs and certain Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and certain Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which

1 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and
2 Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses
3 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
4 attorney's fees in seeking to compel Defendants to fully perform Defendants' obligation under
5 state law, all to their respective damage in amounts according to proof at trial. As a result of
6 Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage
7 Orders, Plaintiffs and Aggrieved Employees, or some of them, have also suffered an injury in that
8 they were prevented from knowing, understanding, and disputing the wage payments paid to them.

9 **F. Failure to Timely Pay All Wages at Termination**

10 31. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
11 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
12 an employee voluntarily leaves his or her employment, his or her wages shall become due and
13 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
14 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
15 to his or her wages at the time of quitting.

16 32. Within the applicable period, the employment of Plaintiffs and many other
17 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
18 employment of others will be terminated. However, during the relevant time period, Defendants at
19 times failed, and continue to fail, to pay Plaintiffs and certain terminated Aggrieved Employees,
20 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the
21 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment.
22 These unpaid wages include wages for unpaid work time (including minimum, straight time, and
23 overtime wages), missed meal period premium wages, and missed rest period premium wages.

24 33. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
25 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
26 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
27 at the same rate until paid or until an action is commenced; but the wages shall not continue for
28 more than thirty (30) days.

34. Accordingly, Plaintiffs and Aggrieved Employees, or some of them, are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

G. Failure to Furnish Accurate Itemized Wage Statements

35. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

36. The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

37. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Because Defendants violated Labor Code § 226, Plaintiffs and similarly Aggrieved

Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and similarly Aggrieved Employees, or some of them, are entitled to recover damages from Defendants including the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee, or as otherwise permitted by PAGA based upon all bases of liability.

H. Failure to Indemnify for Necessary Expenditures

38. Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the period applicable to this cause of action, Defendants wrongfully required Plaintiffs and certain Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and similarly Aggrieved Employees, or some of them, paid out-of-pocket for necessary employment-related expenses. Plaintiffs and similarly Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed, at times, to indemnify Plaintiffs and certain Aggrieved Employees for these employment-related expenses.

39. As a result, Defendants are liable to Plaintiffs and certain Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiffs and certain Aggrieved Employees for necessary business expenditures.

I. Failure to Produce Requested Employment Records

40. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

41. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the

1 employee. Under this statute, upon written request from a current or former employee or his or her
2 representative, an employer must make the contents of those personnel records available for
3 inspection or provide a copy of the personnel records to the current or former employee, or his or
4 her representative, not later than thirty (30) calendar days from the date the employer receives the
5 written request, subject to some limited exceptions. Failure to comply with these requests allows
6 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
7 226(f).

8 42. Pursuant to California Labor Code § 432, if an employee or applicant signs any
9 instrument relating to the obtaining or holding of employment, he or she shall be given a copy of
10 the instrument upon request.

11 43. As set forth above, Plaintiffs and Aggrieved Employees are current and former
12 employees of Defendants.

13 44. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for
14 Plaintiffs' personnel files, pay records, wage statements, timekeeping records, and other
15 employment-related documents pursuant to Labor Code section 226, 1198.5, and 432. However,
16 Defendants failed to timely produce the requested employment records.

17 45. Defendants violated California Labor Code §§ 226, 1198.5, and 432 by failing to
18 timely produce the required records requested by Plaintiffs.

19 46. On information and belief, Defendants' failure to provide Plaintiffs with their
20 requested employment records is not an isolated incident but was instead consistent with
21 Defendants' practice that applied to Plaintiffs and Aggrieved Employees, or some of them.

22 47. Pursuant to California Labor Code § 1198.5, Plaintiffs and certain Aggrieved
23 Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants,
24 injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

25 48. Pursuant to California Labor Code § 226, Plaintiffs are entitled to a penalty of seven
26 hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with
27 section 226, and attorneys' fees and cost.

28 ///

FIRST CAUSE OF ACTION

**(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys
General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

49. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully set forth herein.

50. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

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

52. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs’ PAGA case number is LWDA-CM-1005009-24 (*Jeffrey Cluck and Susan Knight v. GEO Secure Services, LLC and The GEO Group, Inc.*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

53. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to

be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

54. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of the State of California, and on behalf of all similarly Aggrieved Employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for necessary expenditures, and failing to produce requested employment records;

2. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly Aggrieved Employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

6. Such other and further relief that the Court deems proper.

Respectfully submitted,

Dated: May 3, 2024

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