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David W. Slayton,
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Attorneys for Plaintiff and the Proposed Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEVIN BELO, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

AIRWAVE COMMUNICATIONS
ENTERPRISES, LLC, a California
Corporation, AIRWAVE
COMMUNICATIONS ENTERPRISES
INC., a California Corporation, and DOES
1 through 10,

Defendants.

Case No. **23STCV31094**

COMPLEX CASE (CLASS ACTION)

COMPLAINT FOR:

- 1. FAILURE TO PAY PREVAILING WAGES, LAB. CODE §§ 1720 et seq.;**
- 2. FAILURE TO PROVIDE WAGES WHEN DUE, LAB. CODE §§ 201, 202, 203; and**
- 3. UNFAIR COMPETITION, BUSINESS & PROFESSIONS CODE §§ 17200-09.**

JURY TRIAL DEMANDED

Plaintiff Kevin Belo (the "Plaintiff"), on behalf of himself and all others similarly situated, alleges as follows:

I. INTRODUCTION

1. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this class action for wage and hour violations on behalf of himself and all other technicians who performed work for Defendants Airwave Communications Enterprises, LLC, Airwave Communications Enterprises Inc., and DOES 1 through 10 (hereinafter referred to collectively as "Airwave Communications" or "Defendants") on public works projects in the State of California.

1 2. Plaintiff seeks to recover unpaid prevailing wages, and unpaid employee benefits or
2 their value included in per diem wages mandated by California law, which he and members of the
3 proposed class (collectively, the “Plaintiffs”) are entitled to receive but did not receive for work they
4 performed on public works projects.

5 3. The California Prevailing Wage Law, Lab. Code §§ 1720 *et seq.* (“CPWL”), requires
6 that employers with public contracts pay their laborers, workers, and mechanics on public works
7 projects the general prevailing rate of per diem wages, including overtime at least at the rate of one
8 and one-half times the basic rate of pay, as determined by the Director of Industrial Relations. Lab.
9 Code §§ 1773, 1815; *see id.* § 510. Per diem wages include, among other things, employer payment
10 for health and welfare, pension, vacation, travel, and subsistence. *Id.* § 1773.1.

11 4. Workers who must be paid the prevailing rate of wages for public work include all
12 laborers, workers, or mechanics employed by contractors or subcontractors in the execution of any
13 contract for public work. *Id.* §§ 1723, 1772, 1774.

14 5. Plaintiff and the putative class members worked for Defendant as “technicians”
15 responsible for providing installation, maintenance and repair services to various communication and
16 electrical systems and facilities.

17 6. For their work pursuant to the public works contracts, Defendants have paid Plaintiff
18 and the putative class members substantially lower than the prevailing rate of per diem wages
19 applicable to their work, in violation of the California Prevailing Wage Law.

20 7. In particular, throughout the relevant time period, commencing at least four (4) years
21 prior to the filing of this action and continuing through the present, Defendants have failed to pay
22 Plaintiff and class members prevailing wages for their work performing installation, maintenance and
23 repair on communications and electrical systems and facilities, pursuant to contracts or sub-contracts
24 entered into between Defendants with various city governments and municipalities throughout
25 California.

26 8. Defendants have committed additional wage and hour violations, during the relevant
27 time period, including but not limited to failing to pay all wages due upon termination and/or
28 separation from employment.

9. This class action asserts violations of California's Labor Code and Business and Professions Code arising from Defendants' unlawful conduct in carrying out its public works projects. For these violations, Plaintiff, on behalf of himself and all others similarly situated, seek back wages, restitution, interest, injunctive and declaratory relief, and attorneys' fees and costs.

II. JURISDICTION AND VENUE

10. This Court has jurisdiction over the claims alleged herein pursuant to Lab. Code § 1194 and the California Constitution, Article VI, § 10. Jurisdiction is further proper in this Court because Plaintiff's claims all arise under the laws of the State of California, and all parties to this action are California residents.

11. Venue is proper in the County of Los Angeles, pursuant to California Code of Civil Procedure § 395.5. Plaintiff was employed by and performed work for Defendants in Los Angeles County, California, during the time period relevant to this Complaint. Defendants transact business and is otherwise within this Court's jurisdiction for purposes of service of process.

III. PARTIES

Plaintiff

12. Plaintiff Kevin Belo (“Belo”), at all times relevant to this Complaint, has been an adult individual residing in Los Angeles County, California.

13. Belo was employed by Defendants as a technician from approximately June 1, 2021 through approximately November 1, 2023.

14. Throughout Belo's employment with Defendants, Belo has been paid on an hourly basis, initially at approximately \$25.00 per hour, which was periodically increased throughout his employment, to a final hourly rate of \$28.00 per hour.

15. During his employment with Defendants, Belo performed installation, maintenance and repair of antennas, radio systems, and other telecommunications systems, pursuant to Defendants' contracts or subcontracts for publicly-funded projects with the following cities or municipalities in California: Los Angeles City and County, including the Los Angeles Police Department, Riverside, Temecula, San Bernadino, among others.

1 16. At no point during Belo’s employment with Defendants, regardless of which specific
2 installation task he performed on the public works projects, did Belo receive the applicable prevailing
3 rate of per diem wages owed to him for such work.

4 17. Upon his separation from Defendants on November 1, 2023, Defendants willfully
5 failed to pay Belo all unpaid prevailing wages, benefits and premiums owed to him.

6 18. Plaintiff and members of the proposed class typically worked a full-time schedule of
7 approximately forty (40) hours per week, consisting of shifts of between approximately eight (8) and
8 twelve (12) hours, depending on the location of the project. Specifically, Belo typically worked
9 Monday through Friday, from approximately 5:30 a.m. to approximately 2:30 p.m., and sometimes
10 longer.

11 19. Plaintiff and members of the proposed class are “Workers”, as defined by Lab. Code
12 § 1723, who were “employed by a contractor or subcontractor in the execution of any contract for
13 public work,” as defined by Lab. Code § 1772.

14 **Defendant**

15 20. Defendant Airwave Communications Enterprises, LLC is a corporation organized and
16 existing under the laws of the State of California, with a principal office located at 2727 Supply Ave.,
17 City of Commerce, CA 90040.

18 21. Upon information and belief, Airwave Communications Enterprises, LLC was first
19 registered with the California Secretary of State on May 24, 2023, as a conversion from Airwave
20 Communications Enterprises, a General Partnership.

21 22. According to the filings with the California Secretary of State, Daniel Gutierrez and
22 Daniel Shoup were partners of Airwave Communications Enterprises, A General Partnership and are
23 members of Airwave Communications Enterprises, LLC.

24 23. Defendant Airwave Communications Enterprises Inc. is a corporation organized and
25 existing under the laws of the State of California, with a principal office located at 2727 Supply Ave.,
26 City of Commerce, CA 90040.

27 24. Airwave Communications Enterprises Inc. was first registered with the California
28 Secretary of State on December 21, 2017.

1 25. According to the filings with the California Secretary of State, as of April 17, 2023,
2 Daniel Gutierrez was the Chief Executive Officer and Chief Financial Officer, and Gary Shoup is the
3 Secretary of Airwave Communications Enterprises Inc.

4 26. The true names or capacities, whether individual, corporate, associate or otherwise of
5 DOES 1 through 10, inclusive, are unknown to the Plaintiff, who therefore sues such DOES by such
6 fictitious names. Plaintiff is informed and believes and thereon alleges that each of the DOES is
7 legally responsible in some manner for the events and happenings referenced herein.

8 27. Upon information and belief, each of the Defendants was the agent, joint venture,
9 and/or employee of each of the remaining Defendants and in doing the things alleged in the
10 Complaint, each Defendant was acting within the scope of said agency, joint venture, and/or
11 employment, with advance knowledge, acquiescence, or subsequent ratification of each and every
12 remaining Defendant.

13 28. Whenever reference is made in this Complaint to any act of “Airwave
14 Communications” and/or “Defendants,” that allegation shall mean that each Defendant acted
15 individually and jointly with the other Defendants named in that cause of action.

16 29. On information and belief, at all times relevant, Defendants operated six (6)
17 facilities/locations throughout California and Arizona, including the following four (4) locations in
18 Southern California:

- 19 a. 2727 Supply Ave., Commerce, CA 90040;
- 20 b. 7213 Old 215 Frontage Rd., Moreno Valley, CA 92553;
- 21 c. 414 South J Street, Imperial, CA 92251; and
- 22 d. 75-430 Gerald Ford Dr., Suite 203, Palm Desert, CA 92211.

23 30. At all relevant times, Defendants contracted and entered into contracts or sub-
24 contractors, to perform public work in California covered by the CPWL.

25 31. Upon information and belief, Defendants were regularly sub-contracted by Motorola
26 Solutions, Inc. to provide installation of Motorola products on public works projects.

27 32. Defendants are, and at all times relevant to this Complaint were, each an employer
28 covered by the California Labor Code and the CPWL.

1 **IV. CLASS ACTION ALLEGATIONS**

2 **Unpaid Wage Class**

3 33. Pursuant to § 382 of the Code of Civil Procedure, Plaintiff brings his First and Second
4 Causes of Action on behalf of himself and the following class:

5 All individuals employed by Defendants at any time within the four (4)
6 years prior to the filing of this Complaint through the date of the final
7 disposition of this action (“Class Period”) who have performed
8 installation, maintenance and/or repair work on a public works project
9 in California (the “Class” or “Class Members”).

10 **Waiting Time Subclass**

11 34. Pursuant to § 382 of the Code of Civil Procedure, Plaintiff brings his Third Cause of
12 Action on behalf of himself and the following sub-class:

13 All Class Members whose employment with Defendants ended at any
14 time during the period within three (3) years prior to the filing of this
15 action through the date of the final disposition of this action (the
16 “Subclass Members”).

17 35. Plaintiff’s claims are brought and may properly be maintained as a class action because
18 there is a well-defined community of interest among the Class with respect to the claims asserted and
19 the Class are easily ascertainable.

20 36. The Class and Subclass Members are readily ascertainable. The number and identity
21 of the Class and Subclass Members are determinable from the records of Defendant. For purposes of
22 notice and other purposes related to this action, their names and addresses are readily available from
23 Defendant. Notice can be provided by any means permissible under the rules of civil procedure and
24 local rules.

25 37. The Class and Subclass Members are so numerous that joinder of all members is
26 impracticable. Upon information and belief, there are in excess of one-hundred (100) Class Members
27 and seventy (70) Subclass Members.
28

1 38. Common questions of law and fact exist as to all Class and Subclass Members that are
2 answerable on a common basis and such questions predominate over any questions solely affecting
3 individual Class and Subclass Members. Such common questions will generate common answers and
4 will determine Defendant's liability to all (or nearly all) Class and Subclass Members. The common
5 questions include:

- 6 a. Whether Defendants employed Class and Subclass Members within the meaning
7 of the California Labor Code and CPWL;
- 8 b. Whether Defendants failed to create and implement a reliable system ensuring the
9 payment of prevailing wages for covered work performed by Plaintiff and Class
10 Members when due;
- 11 c. Whether the work performed by Plaintiffs and the Class Members on public works
12 projects, or any part thereof, requires payment of prevailing wages under Labor
13 Code § 1720 *et seq.*;
- 14 d. Whether Defendants failed and/or refused to pay Plaintiff and the Class Members
15 the prevailing rate of per diem wages on public works projects as required by the
16 CPWL;
- 17 e. Whether Defendants failed and/or refused to pay Plaintiff and the Class Members
18 the prevailing wage overtime premiums for work performed on public works
19 projects as required by the CPLW;
- 20 f. Whether the failure of Defendants to pay Plaintiff and Class Members the
21 minimum required wage under the CPLW for work on public projects has resulted
22 in Plaintiff and Class Members not being paid all wages due at the applicable
23 rates;
- 24 g. Whether Defendants violated Cal. Lab. Code §§ 201-203 by failing to timely pay,
25 to Plaintiff and the Subclass Members, all wages due and owing upon termination
26 or within 72 hours of resignation;
- 27 h. Whether Defendants' failure to pay Plaintiff and Subclass Members all wages due
28 upon separation was willful; and

i. Whether Plaintiff and Class Members have lost money or property as a result of Defendant's violations of Business and Professions Code §§ 17200 *et seq.*

39. Plaintiff's claims are typical of the Class and Subclass Members' claims. Plaintiff, like all Class and Subclass Members, is or was employed by Defendant as a technician employee who worked for Defendants on their public works project pursuant to their corporate policies and practices. Plaintiff, like all Class Members, was, *inter alia*, not paid the prevailing rate of per diem wages for work performed on the public works project. Plaintiff, like all Subclass Members, was, *inter alia*, not provided all wages owed to him at separation of his employment. If Defendants are liable to Plaintiff for the claims enumerated in this Complaint, they are also liable to all Class and Subclass Members.

40. Plaintiff and his Counsel will fairly and adequately represent the Class and Subclass Members. There are no conflicts between Plaintiff and the Class and Subclass Members, and Plaintiff brings this lawsuit out of a desire to help all Class and Subclass Members, not merely out of a desire to recover his own damages.

41. Plaintiff's counsel are experienced class action litigators who are well-prepared to represent the interests of the Class and Subclass Members.

42. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. Requiring each Class and Subclass Member to pursue her or his claims individually would entail needless duplication, might result in inconsistent judgments, and would waste the resources of both the parties and the judiciary. Moreover, the financial burden of proving that Defendant violated the law as alleged herein also would make the prosecution of individual actions virtually impossible for most, if not all members of the classes.

V. ADDITIONAL FACTUAL ALLEGATIONS

Defendants' Installation & Maintenance Contracts Are Public Work

43. Throughout the relevant time period, Defendants entered into contracts and/or sub-contracts and/or master agreements, to perform installation, maintenance and/or repair work on radios, antennas and other communications and electrical systems for various cities, counties and municipalities, funded in whole or in part by public funds and covered by the CPWL (the "Public Contracts").

1 44. While the most common definition of “public works” is construction, alteration,
2 demolition, installation or repair work done under contract and paid for in whole or in part out of
3 public funds (Lab. Code § 1720, subd. (a)(1)), the CPWL also expressly applies to “contracts let for
4 maintenance work.” (Lab. Code § 1771; *Reliable Tree Experts v. Baker*, 200 Cal. App. 4th 785, 795-
5 796 [2011]; *See also Reclamation Dist. No. 684 v. State Dept. of Industrial Relations*, 125
6 Cal.App.4th 1000, 1005, n. 6, 23 Cal.Rptr.3d 269, 272 [Cal.Ct.App. 2005] (“maintenance work is
7 within the general definition of public works.”)).

8 45. Under Lab. Code § 1771 and its implementing regulation, “maintenance” is defined
9 as:

10 (1) Routine, recurring and usual work for the preservation, protection
11 and keeping of any publicly owned or publicly operated facility
12 (plant, building, structure, ground facility, utility system or any real
13 property) for its intended purposes in a safe and continually usable
14 condition for which it has been designed, improved, constructed,
15 altered or repaired.

16 (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and
17 other craft work designed to preserve the publicly owned or publicly
18 operated facility in a safe, efficient and continuously usable
19 condition for which it was intended, including repairs, cleaning and
20 other operations on machinery and other equipment permanently
21 attached to the building or realty as fixtures.

22 (Cal. Code Regs., tit. 8, § 16000).

23 46. At all times relevant, Defendants were or should have been aware that the installation,
24 maintenance and/or repair work on antennas, radios, surveillance cameras, amplifiers, and other
25 communications and electrical systems performed by Plaintiff and Class Members pursuant to
26 Defendants’ Public Contracts should have been paid at the applicable prevailing wage rates.

27 47. Upon information and belief, at all relevant times, Defendants have been registered as
28 a public works contractor with California Department of Industrial Relations (“DIR”) and have

1 registered numerous public works projects with the DIR, including projects with the City of Murrieta,
2 the County of Riverside, the San Jacinto Unified School District, the City of Temecula, among others.

3 **Plaintiffs and Class Members Are Entitled to Prevailing Wages for their Work Performed**
4 **Pursuant to Public Contracts**

5 48. Upon information and belief, all contracts entered into by Defendants to perform work
6 on public works projects required payment of prevailing wages to Plaintiffs and Class Members in
7 accordance with the CPWL.

8 49. Since the work performed by Plaintiffs and Class Members is considered “public
9 work” covered by the CPWL, Plaintiffs and Class Members should have been paid prevailing wages
10 for their work pursuant to all Public Contracts, even if the Public Contracts did not require payment
11 of prevailing wages. *See Rd. Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.*,
12 102 Cal.App.4th 765, 779 (2002) (The “duty to pay prevailing wages is mandated by statute and is
13 enforceable independent of an express contractual agreement.”); *Lusardi Construction Co. v. Aubry*
14 (1992) 1 Cal. 4th 976 [4 Cal. Rptr. 2d 837, 824 P.2d 643] (same).

15 50. As field technicians, Plaintiff and Class Members were responsible for carrying out
16 the installation of various communications, video and electrical systems, primarily in fire
17 departments, police departments, city halls, schools, and other public facilities paid for by public
18 funds.

19 51. The DIR also determines the prevailing rate of pay for a given “craft, classification, or
20 type of work” and publishes these rates such that contractors and subcontractors are deemed to have
21 constructive notice of the applicable prevailing wage rates. Lab. Code § 1773; *Division of Labor*
22 *Standards Enforcement v. Ericsson Information Systems*, 221 Cal.App.3d 114, 125 (1990).

23 52. Upon information and belief, the applicable prevailing wage rate for the work
24 performed by Plaintiff and Class Member was approximately \$88.03, including benefits.¹

26 ¹ This represents the prevailing wage rate applicable to the “Electrician: Inside Wireman, Radio
27 Monitor Technician” craft in Los Angeles County, in effect for projects advertised for bid between
28 September 1, 2022 and March 3, 2023. The prevailing wage rates applicable to each craft in each
County for each year during the relevant time period are available on the DIR website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

1 53. At all times relevant, Plaintiff and Class Members received pay rates and benefits
2 substantially lower than the prevailing rate of per diem wages applicable to the work they performed
3 on the Public Works Projects.

4 **Plaintiff and Subclass Members Were Not Paid All Wages Owed At Separation**

5 54. Defendants have had a policy and practice of not paying all earned wages to Plaintiff
6 and Subclass Members, including prevailing wages and benefits, due either upon termination or
7 within 72 hours of an unnoticed quit.

8 55. Defendants' failure to pay all wages due when owed was willful, given that Defendants
9 were on notice that they owed prevailing wages to workers on their Public Works Projects, such as
10 Plaintiff and Class Members, as detailed in their Public Works Contracts, but chose to ignore such
11 requirements and pay Plaintiff and Class Members a lower, non-prevailing wage rate for their work.

12 **VI. CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY PREVAILING WAGES**

15 **IN VIOLATION OF LABOR CODE §§ 1720 et seq.**

16 **(Brought On Behalf of Plaintiff and Class Members)**

17 56. Plaintiff, on behalf of himself and the Class Members, repeats and realleges each and
18 every allegation of the preceding paragraphs hereof with the same force and effect as though fully set
19 forth herein.

20 57. Defendants contracted to perform public work in the State of California on a public
21 works project covered by the California Prevailing Wage Law.

22 58. Plaintiff and Class Members were workers employed by Defendants to perform work
23 in the execution of such public work.

24 59. During the Class Period, Defendants have failed and refused to pay Plaintiff and Class
25 Members the prevailing rate of per diem wages, including overtime and the value of employee
26 benefits included in the per diem wages, as required by the California Prevailing Wage Law.

27 60. Defendants knew or should have known that Plaintiff and Class Members at all times
28 performed work for which they should have been paid at the prevailing rate of per diem wages.

61. Defendants' acts and omissions in this regard are willful and not in good faith, and are without reasonable grounds for believing that the alleged acts and omissions are in compliance with the California Prevailing Wage Law.

62. As a result of Defendants' acts and omissions in violation of the California Prevailing Wage Law, Plaintiff and Class Members have suffered, and continue to suffer, monetary injury.

63. Declaratory and injunctive relief is necessary and appropriate to ensure that Defendants cease violating the California Prevailing Wage Law.

64. Plaintiff and Class Members are entitled to recover the unpaid balance of the prevailing rate of per diem wages earned, plus interest and reasonable attorneys' fees and costs of this action, pursuant to Cal. Lab. Code § 1194(a).

SECOND CAUSE OF ACTION

UNFAIR COMPETITION AND BUSINESS PRACTICES

IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 et seq.

(Brought On Behalf of Plaintiff and Class Members)

65. Plaintiff, on behalf of himself and the Class Members, repeats and realleges each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

66. Throughout the relevant time period, through Defendants' acts and omissions alleged herein, Defendants committed and continues to commit unlawful acts that violated and continue to violate Business and Professions Code §§ 17200 *et seq.*

67. Defendants' unlawful acts include violating the California Labor Code, as alleged herein.

68. Defendants' violations of this statute and wage and hour law constitute a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systemic manner, to the detriment of Plaintiff and Class Members.

69. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members,

1 and members of the public. Defendants should be made to disgorge their ill-gotten gains to restore
2 them to Plaintiff and Class Members.

3 70. As a result of the aforementioned acts, Plaintiff and the Class have lost and continue
4 to lose money or property, and have suffered and continue to suffer injury in fact. Defendants
5 continue to hold unpaid wages and other funds legally belonging to Plaintiff and the Class.

6 71. Plaintiff and the Class are entitled to restitution pursuant to Business and Professions
7 Code §§ 17203 and 17208 for, among other things, all unpaid prevailing wages, including overtime
8 and fringe benefits, and interest since four (4) years prior to the filing of the Complaint.

9 72. Pursuant to Business and Professions Code § 17203, Plaintiff and similarly situated
10 aggrieved employees are entitled to and seek injunctive relief against Defendants' continuation of
11 the unlawful and unfair business practices described herein.

12 73. Plaintiff and the Class are entitled to restitution in the amounts unlawfully withheld by
13 Defendants, with interest, injunctive relief, and an award of attorneys' fees and costs. *See Cortez v.*
14 *Purolator Air Filtration Products Co.*, (2000) 23 Cal.4th 163, 177 (UCL authorizes, as restitution,
15 order for payment of unlawfully withheld wages).

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION**

18 **IN VIOLATION OF LABOR CODE §§ 201, 202, 203**

19 **(Brought On Behalf of Plaintiff and Subclass Members)**

20 74. Plaintiff, on behalf of himself and the Subclass Members, repeats and realleges each
21 and every allegation of the preceding paragraphs hereof with the same force and effect as though fully
22 set forth herein.

23 75. Labor Code §§ 201 and 202 require employers to pay their employees all wages due
24 immediately at the time of discharge, layoff, or resignation made with at least 72 hours' notice, or
25 within 72 hours of resignation made without 72 hours' notice.

26 76. Labor Code § 203 provides that if an employer willfully fails to pay compensations
27 promptly upon separation, as required by §§ 201 or 202, then the employer is liable for waiting time
28 penalties in the form of one day of wages for up to 30 days.

77. Throughout the relevant time period, as a result of Defendants' wage and hour violations set forth above, Defendants have willfully failed to pay all earned wages to Plaintiff and Subclass Members who have separated from Defendants during the four (4) years prior to the filing of the Complaint and continuing through the present.

78. As a result of Defendants' willful failure to pay all wages due to Plaintiff and Subclass Members following separation from employment with Defendants, Defendants are liable to Plaintiff and Subclass Members who have separated from their employment with Defendants an additional sum equal to a day's wages for thirty (30) days, plus interest, in amounts to be proven at trial, attorneys' fees, and costs, pursuant to Labor Code § 203.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief:

- A. Certification of this action as a class action pursuant to § 382 of the Code of Civil Procedure on behalf of the proposed Class and Subclass, appointing Plaintiff and their Counsel to represent the Class and Subclass Members;
- B. An award of unpaid prevailing wages and benefits owed to Plaintiff and the Class Members, in an amount to be determined at trial;
- C. An award of waiting time penalties for Plaintiff and the Subclass Members, in an amount to be determined at trial;
- D. An award of restitution of all monies due to Plaintiff and Class Members, as well as disgorged profits from the unfair and unlawful business practices of Defendants;
- E. Pre-judgment interest;
- F. Declaratory relief;
- G. Reasonable attorneys' fees and costs; and
- H. For such further relief that the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable of right to a jury.

DATED: December 20, 2023

Respectfully submitted,

PELTON GRAHAM LLP

By: 
Taylor B. Graham
*Attorneys for Plaintiff and the Proposed Class
and Subclass*