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11 GARRETT R TAYLOR PETERS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

GARRETT R TAYLOR PETERS, an
individual,

Plaintiff,

v.

R.F. MACDONALD CO., an unknown
corporation; and DOES 1 through 20, inclusive,
Defendants.

Case No. 24CV071692

**FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:**

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
5. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
6. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203); AND**
7. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**
8. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);**

DEMAND OVER \$25,000

1 [DEMAND FOR JURY TRIAL]
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5 COMES NOW PLAINTIFF, GARRETT R TAYLOR PETERS, and for causes of action
6 against the Defendants and each of them, alleges as follows:
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8 **JURISDICTION**

9 1. This Court is the proper court, and this action is properly filed in Alameda County, because
10 Defendants' obligations and liability arise therein, because Defendants maintain offices and transact
11 business within Alameda County, and because the work that is the subject of this action was performed
12 by Plaintiff in Alameda County.
13

14 **THE PARTIES**

15 2. Plaintiff, GARRETT R TAYLOR PETERS, is and at all times relevant hereto was a
16 resident of the County of Yuba, State of California.

17 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
18 hereto, Defendant R.F MACDONALDS CO. (hereinafter referred to as "MCDO" and/or
19 "EMPLOYERS") was and is an unknown corporation doing business at 25920 Eden Landing Rd.,
20 Hayward, in the County of Alameda, State of California.

21 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
22 hereto, Employers owned and operated a private food chain.

23 5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
24 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
25 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
26 persons and are therefore subject to the jurisdiction of this Court.

27 6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
28 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare

Commission Order and are each any “employer or other person acting on behalf of an employer” as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendants.

9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

10. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

1
2 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

3 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
4 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
5 defendants have ceased to exist.

6 12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
7 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
8 but not limited to because:

9 a. Employers are completely dominated and controlled by one another and DOES 1-
10 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
11 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
12 accomplish some other wrongful or inequitable purpose.

13 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
14 through one another's unlawful conduct, and by using one another as the funding source for their own
15 personal expenditures.

16 c. Employers and DOES 1-20, while really one and the same, were segregated to
17 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
18 accomplishing some other wrongful or inequitable purpose.

19 d. Employers do not comply with all requisite corporate formalities to maintain a
20 legal and separate corporate existence.

21 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
22 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
23 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
24 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
25 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
26 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
27 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
28

1 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
2 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

3 13. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
4 fiction of their separate corporate existence must be disregarded.

5 14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
6 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
7 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
8 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
9 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
10 Defendants' business was and is conducted.

11 15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
12 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
13 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
14 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
15 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
16 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
17 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
18 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

19
20 **FACTUAL ALLEGATIONS**

21 16. On or about August 13, 2018, R.F Macdonald Co. (Collectively known as "Employers")
22 hired GARRETT R TAYLOR PETERS ("Plaintiff") to work as an Electric Technician. Plaintiff was a
23 full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff
24 was wrongfully terminated on or about April 14, 2023.

25 17. Between August 13, 2018 and May 2019, Plaintiff's hourly wage rate was \$41.00. A year
26 after Plaintiff got a raise with an hourly wage rate of \$44.00. Then they gave Plaintiff another raise with
27 an hourly wage rate of \$51.00 until Plaintiff's termination. During this time period, Plaintiff's fixed
28 schedule was five days per week, Monday through Friday, for approximately 7 to 12 hours per day.

1 18. Plaintiff worked weeks, for which Plaintiff received no wages at all, not Plaintiff's hourly
2 wage rate, or even the requisite minimum wage.

3 19. Plaintiff worked overtime hours each week, but was not paid for these hours at all.

4 20. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
5 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
6 thereof.

7 21. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
8 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
9 worked.

10 22. Plaintiff's employment with Employer ended on April 14, 2023. Plaintiff was not paid
11 the unpaid minimum wages/overtime wages/unpaid meal and rest break compensation at the time of
12 Plaintiff's separation, or ever.

13 23. Defendants' conduct described herein was undertaken, authorized, and/or ratified
14 Defendants' officers, directors and/or managing agents, including, but not limited to those identified
15 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or
16 create policy for Defendants. The aforementioned conduct of said managing agents and individuals was
17 therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and
18 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
19 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
20 and designated herein as DOES 1 through 20, inclusive.

21 24. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
22 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
23 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
24 counseling and treatment, and past and future lost wages and benefits.

25 25. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
26 commissions, benefits and loss or diminution of earning capacity.

27 26. Plaintiff claims general damages for emotional and mental distress and aggravation in a
28 sum in excess of the jurisdictional minimum of this Court.

1 27. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
2 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
3 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
4 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
5 Court.

6
7 **FIRST CAUSE OF ACTION**
8 **FOR FAILURE TO PAY WAGES DUE**
9 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
10 **AGAINST ALL DEFENDANTS**

11 28. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 29. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
14 required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants
15 routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

16 30. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
17 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

18 31. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
19 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
20 recover such amounts, plus interest thereon, attorneys' fees and costs.

21 32. Labor Code §558(a) provides that any person acting on behalf of an employer who
22 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
23 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50.00 for each underpaid
24 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
25 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
26 on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee for each pay
27 period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid
28 wages.

33. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated above based upon Defendants' underpayment of minimum and overtime wages. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on one pay period, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized \$100.00 each subsequent violation.

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS

34. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

35. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

36. The historical minimum wage requirements in California are as follows:

Effective	26+ employees	1-25 employees
1/1/23	\$15.50	\$15.50
1/1/22	\$15.00	\$14.00
1/1/21	\$14.00	\$13.00
1/1/20	\$13.00	\$12.00
1/1/19	\$12.00	\$11.00
1/1/18	\$11.00	\$10.50
1/1/17	\$10.50	\$10.00

Effective	New wage	Old Wage
1/1/16	\$10.00	\$9.00
7/1/14	\$9.00	\$8.00
1/1/08	\$8.00	\$7.50
1/1/07	\$7.50	\$6.75

37. The historical minimum wage requirements in California and City of Los Angeles pursuant to Ordinance No. 183612 are as follows:

Effective	26+ employees	1-25 employees
7/1/23	\$16.90	\$16.90
7/1/22	\$15.96	\$15.96
7/1/21	\$15.00	\$15.00
7/1/20	\$15.00	\$14.25
7/1/19	\$14.25	\$13.25
7/1/18	\$13.25	\$12.00
7/1/17	\$12.00	\$10.50
7/1/16	\$10.50	\$10.00

Effective	New wage	Old Wage
1/1/16	\$10.00	\$9.00
7/1/14	\$9.00	\$8.00
1/1/08	\$8.00	\$7.50
1/1/07	\$7.50	\$6.75

38. At all relevant times, Employers employed 26 or more employees.

39. At all relevant times, Employers failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12.

40. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

41. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable attorneys' fees and costs incurred by Plaintiff in this action.

42. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, , plus interest thereon.

THIRD CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
AGAINST ALL DEFENDANTS

43. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

44. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

45. At all relevant times, Defendants required Plaintiff to work more than eight hours per day and/or more than 40 hours per workweek.

46. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

47. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor Code §510, 8 Code Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

48. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages of \$*OT*, above and beyond the minimum wages sought in the preceding cause of action for these same hours.

49. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST BREAKS
LABOR CODE §§226.7, 512
AGAINST ALL DEFENDANTS

50. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

51. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

52. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

53. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work. [In the four years last past, Plaintiff regularly worked in excess of 10 hours per day, and was thereby entitled to take uninterrupted two 30-minute meal periods and two 10-minute rest periods on each day of work / In the four years last past, Plaintiff regularly worked in excess of twelve hours per day, and was thereby entitled to take two uninterrupted 30-minute meal periods and three 10-minute rest periods on each day of work.]

54. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001.

55. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods.

1 56. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
2 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

3 57. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
4 such amounts pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

5
6 **FIFTH CAUSE OF ACTION**
7 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
8 **LABOR CODE §§226 ET SEQ.**
9 **AGAINST ALL DEFENDANTS**

10 58. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
11 though set forth in full herein.

12 59. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
13 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
14 total deductions and net wages earned. An employer who violates these code sections is liable to its
15 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
16 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
17 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
18 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
19 at all.

20 60. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
21 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
22 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

23 61. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
24 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
25 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
26 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
27 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
28 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying

1 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not
2 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
3 of the required information, including hours actually worked.

4 62. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

5 63. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
6 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
7 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
8 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
9 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
10 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
11 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
12 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

13 64. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
14 §226 approximately once during the one year preceding the filing of this complaint. Consequently,
15 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
16 amount of \$4,000.00, whichever is greater.

17 65. In addition thereto, for Defendant's one violation, Defendants are penalized \$250.00 for
18 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each subsequent
19 violations.

20 66. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
21 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
22 applicable provisions, as well as attorneys' fees and costs.

1 **SIXTH CAUSE OF ACTION**
2 **FOR WAITING TIME PENALTIES**
3 **LABOR CODE §§201-203**
4 **AGAINST ALL DEFENDANTS**

5 67. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 68. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
8 other compensation due immediately upon termination or within 72 hours of resignation, as required.
9 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
10 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
11 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
12 203.

13 69. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
14 203.

15 70. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
16 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
17 calculated based on 30 days of Plaintiff's daily wage rate inclusive of overtime.

18 71. Based on Defendants' conduct as alleged herein, Defendants are liable statutory penalties
19 pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

20
21 **SEVENTH CAUSE OF ACTION**
22 **FOR UNFAIR COMPETITION**
23 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
24 **AGAINST ALL DEFENDANTS**

25 72. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
26 though set forth in full herein.

27 73. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission
28 Order No. 4-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198.5,

1 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay
2 minimum wages, overtime wages, Defendants' failure to provide meal and rest breaks, Defendants'
3 failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation
4 due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete
5 and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business
6 & Professions Code §§17200, et seq.

7 74. As a result of Defendants' unfair business practices, Defendants have reaped unfair
8 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
9 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

10 75. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
11 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
12 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
13 Plaintiff.

14
15 **EIGHTH CAUSE OF ACTION**
16 **FOR PRIVATE ATTORNEY GENERAL ACT**
17 **LABOR CODE §2699**
18 **AGAINST ALL DEFENDANTS**

19 76. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
20 though set forth in full herein.

21 77. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
22 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
23 for Defendants' violations of the California Labor Code.

24 78. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
25 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
26 previously pleaded in this Complaint.

27 79. On March 27, 2024, more than 63 calendar days before filing this Complaint, Plaintiff
28 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail

1 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
2 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
3 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is
4 enumerated among the serious violations set forth in Labor Code §2699.5.

5 80. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
6 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
7 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

8 81. As a direct and proximate result of Defendants' California Labor Code violations as set
9 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
10 pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each
11 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
12 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
13 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

14 82. Plaintiff may also seek these penalties on behalf of himself/herself and these same
15 penalties on behalf of all other aggrieved employees.

16 83. Plaintiff is also entitled to reasonable attorneys' fees and costs, and 25% of the recovered
17 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

18
19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount no
21 less than \$500,000.00 according to proof as follows:

22 1. For a money judgment representing compensatory damages including lost wages,
23 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
24 together with interest on these amounts; for other special damages; and for general damages for mental
25 pain and anguish and emotional distress and loss of earning capacity;

26 2. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
27 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 4-2001;

28 3. For liquidated damages pursuant to Labor Code §1194.2 ;

1 4. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,
2 Industrial Welfare Commission Order No. 4-2001, and 8 Code of Regulations §11040;

3 5. For statutory penalties or damages pursuant to Labor Code §558 in the amount according
4 to proof;

5 6. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512;

6 7. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

7 8. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount according
8 to proof;

9 9. For waiting time penalties pursuant to Labor Code §§201-203;

10 10. For prejudgment interest on each of the foregoing at the legal rate from the date the
11 obligation became due through the date of judgment in this matter.

12 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
13 amount according to proof, as follows:

14 11. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
15 condemning Defendants' discriminatory practices;

16 12. For injunctive relief barring Defendants' discriminatory employment policies and
17 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

18 13. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
19 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

20 14. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
21 Code and/or any other basis;

22 15. For post-judgment interest; and

23 16. For any other relief that is just and proper.

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1 DATED: May 30, 2024

DOWNTOWN L.A. LAW GROUP, LLP

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3 By:

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6 Liliuokalani Martin, Esq.
7 Attorney for Plaintiff
8 GARRETT R TAYLOR PETERS

9 **JURY TRIAL DEMANDED**

10 Plaintiff demands trial of all issues by jury.

11 DATED: May 30, 2024

DOWNTOWN L.A. LAW GROUP, LLP

12
13 By:

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15
16 Liliuokalani Martin, Esq.
17 Attorney for Plaintiff
18 GARRETT R TAYLOR PETERS
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