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Superior Court of California,
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Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

CHRISTOPHER SCHRICKER, an individual,)
YADWINDER TOOR, as an individual and in)
his representative capacity on behalf of all)
Aggrieved Employees, BRENDAN DOYLE, as)
an individual and in his representative capacity)
on behalf of all Aggrieved Employees,)

PLAINTIFFS,)

v.)

RUMBLEON, INC., a Nevada Corporation,)
SAN DIEGO HOUSE OF MOTORCYCLES,)
LLC, a California Corporation, and DOES 1 to)
50, inclusive,)

DEFENDANTS.)

CASE NO. 37-2023-00050600-CU-OE-CTL

FIRST AMENDED COMPLAINT

- 1) **UNPAID WAGES, COMMISSIONS, AND OVERTIME WAGES**
- 2) **FAILURE TO PROVIDE PROPER MEAL PERIODS**
- 3) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
- 4) **FAILURE TO INDEMNIFY**
- 5) **FAILURE TO PAY FINAL WAGES**
- 6) **VIOLATION OF LABOR CODE § 970**
- 7) **PROMISSORY FRAUD**
- 8) **NEGLIGENT MISREPRESENTATION**
- 9) **PROMISSORY ESTOPPEL**
- 10) **UNFAIR COMPETITION**
- 11) **FAILURE TO PRODUCE PAY RECORDS (LAB. CODE 226)**
- 12) **FAILURE TO PRODUCE PAY RECORDS (LAB. CODE 226)**
- 13) **FAILURE TO PRODUCE PAY RECORDS (LAB. CODE 226)**
- 14) **FAILURE TO PRODUCE PERSONNEL FILE (LAB. CODE 1198.5)**
- 15) **FAILURE TO PRODUCE PERSONNEL FILE (LAB. CODE 1198.5)**
- 16) **FAILURE TO PRODUCE PERSONNEL FILE (LAB. CODE 1198.5)**
- 17) **FAILURE TO PRODUCE PAY RECORDS (LAB. CODE 226)**
- 18) **FAILURE TO PRODUCE PAY**

FIRST AMENDED COMPLAINT

- RECORDS (LAB. CODE 226)**
19) **FAILURE TO PRODUCE PAY
RECORDS (LAB. CODE 226)**
20) **FAILURE TO PRODUCE PAY
RECORDS (LAB. CODE 226)**
21) **FAILURE TO PRODUCE PAY
RECORDS (LAB. CODE 226)**
22) **FAILURE TO PRODUCE PAY
RECORDS (LAB. CODE 226)**
23) **CLAIM FOR PENALTIES
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT (LAB.
CODE §§ 2698, 2699, ET. SEQ.)**
24) **CLAIM FOR PENALTIES
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25) **CLAIM FOR PENALTIES
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ATTORNEYS GENERAL ACT (LAB.
CODE §§ 2698, 2699, ET. SEQ.)**
30) **CLAIM FOR PENALTIES
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT (LAB.
CODE §§ 2698, 2699, ET. SEQ.)**

JURY TRIAL DEMANDED

1 Plaintiffs CHRISTOPHER SCHRICKER (“Schricker”), YADWINDER TOOR (“Toor”), and
2 BRENDAN DOYLE (“Doyle”) (hereafter, collectively, “PLAINTIFFS”), through their attorneys of
3 record file this amended PAGA complaint as a matter of right pursuant to Labor Code §§ 2698,
4 2699, et seq. 2699.3.

5 **GENERAL ALLEGATIONS**

6 1. Toor is an individual and has at all times mentioned in this complaint been a resident of San
7 Diego County, California.

8 2. Doyle is an individual and has at all times mentioned in this complaint been a resident of San
9 Diego County, California

10 3. Schricker is an individual now residing in San Diego, California. Schricker resided in Texas
11 prior to having been fraudulently induced to travel to San Diego County, California, as discussed
12 further below in connection with Schricker’s claim for violation of California Labor Code Section
13 970.

14 4. Defendant RUMBLEON, INC. (“RumbleOn”) is a Nevada Corporation that has at all times
15 mentioned in this complaint been doing business in San Diego County, California.

16 5. Defendant SAN DIEGO HOUSE OF MOTORCYCLES, LLC is a California limited liability
17 company that has at all times mentioned in this complaint been doing business in San Diego County,
18 California. SAN DIEGO HOUSE OF MOTORCYCLES, LLC has registered the fictitious business
19 name of RideNow SoCal.

20 6. PLAINTIFFS are ignorant of the true names and capacities of Defendants sued herein as
21 DOES 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names.
22 PLAINTIFFS will amend this complaint to allege their true names and capacities when ascertained.
23 PLAINTIFFS are informed and believe, and on that basis allege, that each of these fictitiously named
24 Defendants is responsible in some manner for the occurrences herein alleged, and that PLAINTIFS’
25 damages as herein alleged were proximately caused by their conduct. PLAINTIFFS allege that
26 Defendants are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
27 Employees’ employer, within the meaning of California Labor Code § 558, who violated or caused to
28 be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating

1 hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject
2 to penalties for each underpaid employee as set for in Labor Code § 558.

3 7. Defendants RUMBLEON, INC., SAN DIEGO HOUSE OF MOTORCYLES, LLC, and
4 DOES 1 through 50 are referred to herein collectively as “Defendants.”

5 8. All named Plaintiffs bring this action seeking individual relief on their own, respective
6 behalves.

7 9. Additionally, Plaintiffs Toor and Doyle (hereafter, "REPRESENTATIVE PLAINTIFFS"),
8 through this First Amended Complaint, bring a representative action to recover civil penalties,
9 attorney fees, and costs pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor
10 Code Section 2698, *et seq.*, on behalf of the State of California, themselves, and all other Aggrieved
11 Employees, as defined below.

12 10. As set forth in more detail below, Defendants caused Aggrieved Employees to suffer from the
13 unlawful policies and practices implemented and enforced by the Defendants, which resulted in
14 unpaid regular and overtime wages, missed meal and rest periods, inaccurate and incomplete pay
15 statements, and other violations of the Labor Code.

16 11. This wage and hour representative action filed pursuant to PAGA, §§ 2698, 2699 generally
17 consists of the following group:

18 **All current or former employees who worked for the Defendants in the state of**
19 **California from one year before the PAGA submission to the date of trial in this action.**

20 12. All members of the represented group will be referred to as the “Aggrieved Employees.”

21 13. The “Representative Period” means from **one year before the PAGA submission through**
22 **the date of final judgment in this action.**

23 14. California law provides that an employee may file an action against an employer for penalties
24 in connection with violations of the Labor Code and Wage Orders on behalf of him or herself and
25 other aggrieved current and former employees.

26 **FACTUAL ALLEGATIONS**

27 15. Defendants are in the business of operating a powersports dealership, under the fictitious
28 business name RideNow SoCal (hereafter, “RideNow”) selling items such as off-road vehicles and

1 personal watercraft. The RideNow dealership is located at 1725 Hacienda Dr, Vista, CA 92081.

2 **TOOR AND DOYLE**

3 16. Toor began his employment with Defendants in June of 2021 as a floor manager at RideNow.
4 As a floor manager, Toor would close deals and handle finance paperwork. In October of 2022, Toor
5 became General Sales Manager (“GSM”). As GSM, Toor was responsible for desking deals (making,
6 authorizing, and responding to customer offers for vehicle purchases), handling finance paperwork,
7 and overseeing certain activities of other employees in the sales, finance, and the internet
8 departments. Toor’s employment ended on or about September 19, 2023.

9 17. Toor was paid a salary plus commissions.

10 18. Toor was a nonexempt employee.

11 19. Doyle began his employment with Defendants as a salesperson in their south San Diego
12 County store, called San Diego House of Motorcycles, in approximately 2011 or 2012. After
13 approximately two to three months, the South County store ceased operating, and Doyle was
14 transferred to the North County Store, which eventually became known, as it is now, as RideNow. In
15 approximately 2013, Doyle was promoted to finance manager. After Doyle spent approximately eight
16 years as finance manager, Defendants did away with the finance manager job title, changing Doyle’s
17 title to sales manager. As a sales manager, Doyle had effectively the same job with a different name,
18 added responsibility, and less pay. Doyle remains an employee of Defendants.

19 20. Doyle is paid a salary plus commissions.

20 21. Doyle is a nonexempt employee.

21 22. Despite being paid commissions, Toor and Doyle were not provided with a pay plan that
22 stated the method by which their commissions would be computed and paid, all in violation of
23 California Labor Code Section 2751. To the contrary, RideNow made numerous undisclosed and
24 unlawful deductions from its gross revenue before calculating the commissionable gross – the
25 “commissionable gross” being the figure based on which commissions were calculated.

26 23. By impermissibly deducting its business expenses in calculating the commissionable gross,
27 Defendants unlawfully shifted the cost of doing business from themselves to their employees, in
28 violation of Labor Code Section 2802.

1 **SCHRICKER**

2 24. Schricker was previously employed by Defendants in the State of Texas.

3 25. On August 19th, 2022 Schricker Met with Peter Levy (“Levy”), Chief Operating Officer and
4 Director of RumbleOn, Inc., at the RumbleOn corporate offices.

5 26. At that meeting, Levy informed Schricker that RumbleOn was purchasing 4 powersports
6 dealerships in California from Jerry Gilding. Mr. Levy indicated that two of the stores being
7 purchased were in Southern California - Temecula Motorsports in Temecula and Fun Bike Center in
8 San Diego.

9 27. Levy stated Fun Bike Center would be Defendants’ biggest location, and that Marshall
10 Chesrown (CEO of RumbleOn) and Lyle Kramper (Vice President of RumbleOn and/or RideNow)
11 and Levy himself wanted Schricker to relocate to San Diego to run the Fun Bike Center location.

12 28. Levy stated there would be no pay cut, and that in fact based on the net revenue of Fun Bike
13 Center, Schricker’s wages would *increase*. This was very important to Schricker , as the cost of
14 living in California is much higher in California than Texas (where Schricker was living and working)
15 and Texas, unlike California, has no personal income tax

16 29. Schricker asked how long it would be until the Fun Bike Center deal was done, and Levy told
17 Schricker it would be 60 days.

18 30. Levy told Schricker he wanted Schricker to go to Las Vegas to meet his prospective boss at
19 Fun Bike Center, and start making plans.

20 31. On August 23rd, 2022 – Schricker flew to Las Vegas and met with Chris Rice (“Rice”),
21 RumbleOn’s regional director for Nevada and California

22 32. Rice stated immediately that Schricker would be taking a pay cut to \$20,000 monthly while
23 the deal was being finalized. Rice stated that Schricker would assist the Las Vegas and California
24 locations until Schricker’s store (Fun Bike Center) became ready.

25 33. On August 24th, 2022, Schricker flew to San Diego from Las Vegas, rented a car, and drove
26 to Fun Bike Center and scoped it out. Schricker was very excited at the prospect of operating what
27 would be the company’s largest store!

1 34. Levy told Schricker the decision – whether to take on the Fun Bike Center store - was
2 Schricker's to make, and that Schricker could stay in Austin if he wanted to. Schricker told Levy that
3 Schricker was going to Phoenix for his friend's 40th birthday, and would let him know after the trip.

4 35. On Sunday, August 28th, at 9:11am, when the Austin location was closed, Paul Langford sent
5 a mass email out to Schricker's colleagues and multiple major manufacturers and vendors stating
6 Schricker was no longer the General Manager of the Austin location. Schricker reached out to Mr.
7 Levy, who was not aware the email had been sent. RumbleOn's Human Resources ("HR")
8 department then reached out to Schricker and suggested Schricker take the opportunity that had been
9 offered to Schricker in California.

10 36. Schricker's enthusiasm to take the California offer was dampened by Langford's email, as
11 Langford had jumped the gun by announcing Schricker's move before Schricker had communicated
12 his acceptance to Levy.

13 37. Somewhat dejected by the manner in which things had transpired, but still looking forward to
14 running the company's largest store and likely earning more money, Schricker accepted the offer to
15 relocate to California and take on the Fun Bike Center location.

16 38. Levy, Rice, and the HR department stated Schricker could take his time in packing up his
17 belongings and relocating while the deal (to purchase Fun Bike Center) concluded. Schricker then
18 got rid of everything in his home in Austin, purchased a vehicle big enough for the move, and, at the
19 beginning of October, flew his (Schricker's) father out from Nashville to help with the drive and
20 assist with Schricker's two elderly dogs.

21 39. Schricker arrived to temporary housing in Las Vegas in October 2022, and traveled back and
22 forth from Las Vegas to Vista, CA. to assist at different stores. While in Vista, Schricker had to stay
23 at a hotel with his dogs.

24 40. On October 20th, 2022, Schricker flew to Dallas to participate in corporate meetings.

25 41. On October 21st, 2022, after Schricker had invested substantial time, money and effort in the
26 move to California, Schricker was told for the first time that Defendants were not certain when the
27 deal to purchase Fun Bike Center would conclude. Schricker felt somewhat in limbo due to the
28 uncertainty about when the deal would close, but Schricker had no inkling, as he had not been given

1 any, that the deal might not be consummated. Indeed, in the meetings, management reiterated their
2 excitement about the new locations (including Fun Bike Center) that were being acquired.

3 42. Between October 23rd and November 20th 2022, Schricker travelled back and forth between
4 Las Vegas and Vista, CA., where he would assist with the RideNow dealership.

5 43. Schricker was then told by Rice that the Defendants needed Schricker to run the RideNow
6 dealership in Vista, CA. until Fun Bike Center was ready. Schricker stayed in a hotel for over a month
7 while until he was able to locate a suitable short term rental, which cost \$5,000 a month. Schricker
8 considered the rental short-term as he still believed Defendants were purchasing Fun Bike Center.

9 44. On January 12th, 2023 after not receiving any updates concerning the Fun Bike Center
10 purchase for some time, Schricker asked Levy "Any movement on the FBC/Temecula deal?" Levy
11 replied, "Work in progress buddy, changing economy changes peoples outlook." Schricker replied
12 that he would do what he could to fix the Vista location (RideNow), but that the pay cut was a
13 problem and it wouldn't make sense for Schricker to stay at the RideNow location.

14 45. Nonetheless, Defendants have kept Schricker at the RideNow location.

15 46. Schricker is informed and believes that the Fun Bike Center deal fell through. But, to date,
16 Defendants have not explained the circumstances to Schricker. Schricker is further informed and
17 believes that the deal may have fallen through before he even relocated to California.

18 47. Most recently, while at a dealer show in Nashville, Schricker was talking to one of the
19 directors and stated how complicated California was to operate in, and the director replied "that's why
20 we didn't buy those stores." This was the first time Defendants said anything to Schricker about the
21 Fun Bike Center deal failing.

22 48. Schricker relied on Defendants' promises that Schricker would be running Fun Bike Center in
23 accepting the job offer and moving to California. Schricker would not have moved to California to
24 work at the RideNow location nor agreed to a drastic pay cut in a city with higher taxes and cost of
25 living.

26 49. As a result of the move, Schricker is out travel and moving expenses, has suffered a large pay
27 cut, has spent and continues to spend substantially more on living expenses, and has experienced
28 stress, anxiety and financial burden.

1 **FIRST CAUSE OF ACTION**

2 **UNPAID WAGES, COMMISSIONS, AND OVERTIME WAGES**

3 **(CALIFORNIA LABOR CODE §§204, 204.1, 210, 221, 226.2, 500, 510, 1194, 1194.2, 2802)**

4 **By Plaintiffs Toor and Doyle against all Defendants**

5 50. Plaintiffs Toor and Doyle hereby incorporate and reallege all the preceding and subsequent
6 allegations as though fully stated herein.

7 51. As discussed above, Toor and Doyle were not paid the full commissions owed to them for
8 products they sold due to unlawful deductions subtracted from the commissionable gross. By making
9 said unlawful deductions, Defendants shifted the cost of doing business to Toor and Doyle in
10 violation of Labor Code Section 2802. Such unpaid wages and unlawful deductions violated
11 California Labor Code Section 204, 204.1 and 2802. Defendants' actions were willful and intentional
12 in not paying Toor and Doyle all wages due.

13 52. There were multiple illegal deductions from Toor and Doyle's pay. For example, there was a
14 deduction in the amount of \$1,402.75 for "Uniform." Due to Defendants' failure to comply with
15 Labor Code 2751 and Defendants' failure to produce any of the personnel or pay records they were
16 required to, Plaintiff Toor is not able to determine what is the supposed basis for the deduction.

17 53. As commissioned employees, Toor and Doyle were entitled to receive a percentage of the
18 gross sales, or, at a minimum, gross profit, which should have been calculated as gross sales minus
19 expenses specifically attributed to goods sold. For example, an expense attributable to a vehicle (or
20 watercraft, as the case may be) would be the actual cost to Defendants of the vehicle. However,
21 instead of paying commission percentage based on the gross sales or gross profit, Defendants would
22 deduct their general operating expenses and expenses such as payroll, marketing, advertising, etc.,
23 from gross sales before calculating the commission percentage. Defendants would thereby skim
24 money off the top before calculating Toor and Doyle's commissions. Defendants engaged in this
25 practice of skimming not just with respect to Toor and Doyle, but also with respect to Defendants'
26 other commissioned employees, and this conduct is a basis, in part, for the PAGA claims alleged in
27 the Twenty Third through Thirtieth Causes of Action.

28 54. Toor and Doyle also worked overtime hours in excess of eight hours per day and/or in

1 excess of forty hours per week without being paid the proper required overtime compensation rates
2 as required by California law. Toor and Doyle, for at all or some of their workweeks, were not
3 exempt from the requirement of being paid overtime compensation.

4 55. Toor and Doyle allege that by their actions as herein stated, Defendants violated California
5 Labor Code Sections 204, 204.1 210, 226.2, 221, 500, 510, 1194, and 1194.2, which require the
6 prompt payment of wages, including overtime compensation, prohibit employers from converting
7 employee wages to their own use, and require payment of at least minimum wage for all hours
8 worked.

9 56. As a direct and proximate result of the bad faith actions of Defendants, Toor and Doyle
10 have suffered economic harm due to these violations of California law and seek all damages
11 allowed by law, according to proof at the time of trial. Furthermore, Toor and Doyle seek all interest,
12 fees, attorney's fees, and civil penalties to which they are entitled at law.

13 57. Plaintiff Toor, whose employment by Defendants has ceased, and Plaintiff Doyle, in the event
14 his employment should cease, does, and will, respectively, seek waiting time penalties pursuant to
15 Labor Code Section 203 in the amount of one day of wages for each day their wages did or do remain
16 unpaid, up to and including 30 days.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PROVIDE PROPER MEAL PERIODS**

19 **(CALIFORNIA LABOR CODE §§226.7, 512)**

20 **By Plaintiffs Toor and Doyle Against All Defendants**

21 58. Plaintiffs Toor and Doyle hereby incorporate and reallege all the preceding and subsequent
22 allegations as though fully stated herein.

23 59. Toor and Doyle regularly worked in excess of five (5) hours a day without being afforded
24 at least a thirty (30) minute uninterrupted meal period, in which they were relieved of all duties,
25 during that five (5) hour period, as required by California Labor Code §§ 226.7 and 512.

26 60. Additionally, when Toor and Doyle worked in excess of 10 hours per day they were not
27 provided a second thirty (30) minute uninterrupted meal period as required by California Labor
28 Code §512.

1 61. Because Defendants failed to afford proper meal periods, they are liable to Toor and Doyle for
2 one hour of additional pay (premium pay) at the regular rate of compensation for each workday
3 that the proper meal period was not provided, pursuant to Labor Code § 226.7.

4 62. As a direct and proximate result of Defendants' violations of Labor Code §§ 226.7 and
5 512, Toor and Doyle have suffered harm entitling them to damages. Plaintiff therefore seek damages
6 and all other relief allowable including premium pay for each work shift of five (5) hours or longer
7 during which they were not provided a full, timely thirty (30) minute uninterrupted meal break,
8 attorney's fees, prejudgment interest, and litigation costs pursuant to Labor Code §§, 218.5, 218.6 and
9 226.7.

10 63. Plaintiff Toor, whose employment by Defendants has ceased, and Plaintiff Doyle, in the event
11 his employment should cease, does, and will, respectively, seek waiting time penalties pursuant to
12 Labor Code § 203 in the amount of one day of wages for each day their wages, including premium
13 pay, did or do remain unpaid, up to and including 30 days.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

16 **(CALIFORNIA LABOR CODE §§ 226(a))**

17 **By Plaintiffs Toor and Doyle Against All Defendants**

18 64. Plaintiffs Toor and Doyle hereby incorporate and reallege all the preceding and subsequent
19 allegations as though fully stated herein.

20 65. Defendants are required by law to provide proper itemized wage statements to their employees
21 under California Labor Code § 226. Said section requires employers to give an itemized wage
22 statement to an employee each pay period that includes gross wages earned, the total hours worked by
23 the employee, all deductions, net wages earned, the dates for which the period was paid, the
24 employee's name and last four digits of the employee's social security number or an employee
25 identifier, the name and address of the employer, and all applicable hourly rates.

26 66. Toor and Doyle's wage statements violated Section 226(a) because they failed to accurately
27 itemize the total hours worked, rate of compensation, net wages, gross wages, premium pay for
28 missed meal and rest breaks, and the name and address of the employer.

1 67. The wage statements issued to Toor and Doyle listed the employer as “San Diego House of
2 Motorcycles, Inc.” despite the true name of the employer being “San Diego House of Motorcycles,
3 LLC.” This misstatement is particularly confusing because there are actually three similarly named
4 entities on the California Secretary of State’s website: “San Diego House of Motorcycles, Inc.” (ii)
5 “San Diego House of Motorcycles, LLC.” And (iii) San Diego House of Motorcycles”.

6 68. Below is an exemplar wage statement issued to Brendan Doyle showing the erroneously
7 identified employer:
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CO.	FILE	DEPT.	CLOCK	VCHR. NO.	030
RWR	207561	125000		0000420029	1

Earnings Statement



SAN DIEGO HOUSE OF MOTORCYCLES, INC.
1725 HACIENDA DRIVE, #C
VISTA, CA 92081

Period Beginning: 10/01/2023
Period Ending: 10/15/2023
Pay Date: 10/20/2023

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

BRENDAN DOYLE

Social Security Number: XXX-XX-XXXX

Earnings	rate	salary/hours	this period	year to date
Regular	2708.33		2,708.33	60,249.98
FINAN COMM			1,900.97	1,900.97
Bonus				2,025.00
FIN S COMM				37,554.02
PER S COMM				20,000.00
Gross Pay			\$4,609.30	121,729.97

Your federal taxable wages this period are
\$4,539.80

Other Benefits and Information	this period	total to date
Max Elig/Comp	4,609.30	121,729.97

Important Notes

EMPLOYER BUSINESS PHONE# 760-310-5712

Deductions	Statutory		
	Federal Income Tax	-762.06	25,163.28
	Social Security Tax	-281.47	7,435.97
	Medicare Tax	-65.83	1,739.06
	CA State Income Tax	-293.46	9,659.79
	CA SDI Tax	-40.86	1,089.63
	Other		
	Dental	-18.50*	175.75
	Hsa Savings	-126.08	
	Medical	-51.00*	484.50
	401K Loan 1	-465.69	7,451.04
	Draw Ntx		-14,000.00
	Hsa		1,134.72
	Other		-3,500.00
	Net Pay	\$2,504.35	
	Checking 1	-2,504.35	
	Net Check	\$0.00	

BASIS OF PAY: SALARY

* Excluded from federal taxable wages

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SAN DIEGO HOUSE OF MOTORCYCLES, INC.
1725 HACIENDA DRIVE, #C
VISTA, CA 92081

Advice number: 00000420029
Pay date: 10/20/2023

Deposited to the account of	account number	transit	ABA	amount
BRENDAN DOYLE	XXXXXX	XXXX	XXXX	\$2,504.35

THIS IS NOT A CHECK

NON-NEGOTIABLE

1 69. California Labor Code § 226(e) provides that if an employer knowingly and intentionally fails
2 to provide a statement itemizing, *inter alia*, the total gross wages earned by the employee, then the
3 employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
4 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
5 (\$4000).

6 70. At all times mentioned in this Complaint, California Labor Code § 226 was in full
7 force and effect and binding on Defendants.

8 71. Notwithstanding the requirements of California Labor Code § 226, Defendants intentionally
9 and knowingly provided Doyle and Toor with improper, incomplete and false paycheck stubs in
10 violation of California Labor Code § 226(a) which caused Plaintiffs to suffer injury.

11 72. Toor and Doyle are entitled to penalties for the failure to maintain and provide correct
12 itemized wage statements of their pay in an amount according to proof at trial. Toor and Doyle are
13 also entitled to recover their reasonable attorneys' fees and costs as provided for by law, including but
14 not limited to Cal. Labor Code §§ 226(e)(1).

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO INDEMNIFY**

17 **(CALIFORNIA LABOR CODE § 2802)**

18 **By All Plaintiffs Against All Defendants**

19 73. Plaintiffs hereby incorporate and reallege all the preceding and subsequent allegations as
20 though fully stated herein.

21 74. California Labor Code § 2802 requires employers to indemnify their employees for expenses
22 and losses incurred while discharging their duties or in obedience to the directions of their employer.
23 California Labor Code § 2804 mandates that this statutory right cannot be waived.

24 75. All Plaintiffs incurred losses in obedience to the directions of Defendants including but not
25 limited to cellular phone and service expenses, which were necessarily incurred in the discharge of
26 their duties. .

27 76. In addition, Schricker suffered substantial losses for travel and housing expenses in connection
28 with his relocation from Texas, where Schricker owned a home, to San Diego, where Schricker has to

1 rent. Since Schricker's relocation to San Diego he has continuously incurred, and continues to incur,
2 substantial housing expenses that he would not have incurred had he remained in Texas.

3 77. Defendants failed to indemnify or reimburse Plaintiffs for their reimbursable expenses.

4 78. Due to Defendants' violations of California Labor Code§ 2802, Plaintiffs suffered and
5 continue to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies
6 owed, lost interest on monies owed, and attorneys' fees in an amount to be proven at the time of trial.

7 79. Defendants derived an unjust and inequitable economic benefit in failing to comply with the
8 law regarding indemnification and reimbursement of employees.

9 Plaintiffs seek restitution of all monies owed, attorney fees, and costs.

10 **FIFTH CAUSE OF ACTION**

11 **WAITING TIME PENALTY**

12 **(CALIFORNIA LABOR CODE §§ 203)**

13 **By Plaintiffs Toor and Doyle Against All Defendants**

14 80. Plaintiffs Toor and Doyle hereby incorporate by reference and re-allege as if fully stated
15 herein all previous and subsequent allegations in this complaint.

16 81. Lab. Code § 203 provides for a waiting time penalty in the event an employer does not
17 timely pay the wages of an employee at the conclusion of their employment. The waiting time
18 penalty provides that the wages of the employee continue as a penalty at the employee's daily
19 rate until paid, not to exceed 30 days.

20 82. Toor's employment with Defendants ended on or about September 19, 2023.

21 83. As of the present date, Defendants have not provided Toor with all wages and premium
22 pay due and payable.

23 84. Defendants' failure to pay Toor was willful.

24 85. It has been more than thirty (30) days since Toor was entitled to all wages due and payable
25 to him.

26 86. Toor is entitled to his daily wage for a period of thirty (30) days as a penalty.

27 87. Doyle continues to be an employee of Defendants. In the event Doyle's employment
28 ceases during the pendency of this action and Defendants fail to pay all Doyle's wages due,

1 including wages and premium pay, Doyle will, and hereby does, seek waiting time penalties
2 pursuant to Labor Code Section 203 in the amount of his daily wage for a period of thirty (30)
3 days.

4 88. Toor is, and Doyle shall be, if he meets the conditions for entitlement to waiting time
5 penalties, entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and 218.5.

6 **SIXTH CAUSE OF ACTION**

7 **Violation of Labor Code § 970**

8 **By Plaintiff Christopher Schricker Against All Defendants**

9 89. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
10 allegations as though set forth herein.

11 90. Labor Code§ 970 provides in part, “No person, or agent or officer thereof, directly or
12 indirectly, shall influence, persuade, or engage any person to change from one place to another in this
13 State or from any place outside to any place within the State, or from any place within the State to any
14 place outside, for the purpose of working in any branch of labor, through or by means of knowingly
15 false representations, whether spoken, written, or advertised in printed form, concerning either:

16 (a) The kind, character, or existence of such work;

17 (b) The length of time such work will last, or the compensation therefor”

18 91. Defendants violated Labor Code Section 970 by influencing, persuading and engaging
19 Schricker in changing from Texas to California through knowingly false representations the regarding
20 the kind, character and existence of work and the length of time such work will last.

21 92. Defendants represented to Schricker that they were purchasing Fun Bike Center and that
22 Schricker would run the store if he accepted the position and moved to California. Defendants, in
23 representing to Schricker that they were purchasing the store, left no doubt that the deal would be
24 consummated, representing that it was only a matter of time for the deal to conclude. At the time
25 Defendants made the offer to Schricker, they were aware of the potential they would not acquire Fun
26 Bike Center and there would be no position there for Schricker to fill. Defendants failed to disclose
27 this fact to Schricker and instead affirmed the employment opportunity in San Diego County,
28 California

1 93. Defendants were aware Schricker would be relocating from Texas to California for the
2 purpose of accepting the employment in reliance on this offer.

3 94. Defendants knew and failed to disclose that the deal was uncertain. Thus, in addition to
4 affirmatively misrepresenting that the deal was a sure thing, Defendants also deceived Schricker by
5 omission in failing to disclose the uncertain nature of the deal.

6 95. Schricker suffered harm, including general and special damages, as a result of relocating to
7 California based on Defendants' misrepresentations.

8 96. Cal. Lab. Code § 972 provides in part:

9 "In addition to such criminal penalty, any person, or agent or officer thereof who violates any
10 provision of Section 970 is liable to the party aggrieved, in a civil action, for double damages
11 resulting from such misrepresentations. Such civil action may be brought by an aggrieved person or
12 his assigns or successors in interest, without first establishing any criminal liability."

13 97. As a result of Defendants' conduct, Schricker has incurred and will continue to incur damages
14 in an amount to be proven at trial. These damages include past and future lost income based on, *inter*
15 *alia*, the difference between Schricker's earnings before and after the move, expenses including
16 moving and travel costs incurred and the cost of housing, lost career opportunities, anxiety,
17 embarrassment, anger, loss of enjoyment of life, emotional distress, and all other damages he is
18 entitled to, in a sum to be proven at trial.

19 **SEVENTH CAUSE OF ACTION**

20 **Promissory Fraud**

21 **By Plaintiff Christopher Schricker Against All Defendants**

22 98. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
23 allegations as though set forth herein.

24 99. As alleged above, Defendants made affirmative statements intended to lead Schricker to
25 believe he was offered secure employment with Defendants in California running Fun Bike Center.

26 100. Defendants knew these representations were false at the time they made the
27 misrepresentations to Schricker, or acted in conscious disregard for the truth. The truth was
28 Defendants did not have a secure position to offer Schricker and knew there was a potential his

1 position would not be available in the event the Fun Bike Center deal were not consummated.
2 Defendants made these material misrepresentations and/or omissions to Schricker with the intent that
3 Schricker would believe and rely upon them in accepting the position in California and Schricker
4 would upend his life and move from Texas to California. Schricker, in reliance upon the
5 misrepresentations, moved from Texas to California. At the time, Schricker did not know that the
6 misrepresentations were false, but believed said representations to be true.

7 101. Schricker's reliance upon the misrepresentations was reasonable.

8 102. As a direct and proximate result of Defendants' intentional misrepresentations or
9 misrepresentations in conscious disregard for the truth, Schricker has incurred and will continue to
10 incur damages in an amount to be proven at trial. These damages include past and future lost income
11 based on, *inter alia*, the difference between Schricker's earnings before and after the move, expenses
12 including moving and travel costs incurred and the cost of housing, lost career opportunities, anxiety,
13 embarrassment, anger, loss of enjoyment of life, emotional distress, and all other damages he is
14 entitled to, in a sum to be proven at trial.

15 103. Defendants' misconduct as set forth above was fraudulent, oppressive and malicious in that it
16 was intended to deceive Schricker into leaving a well-paying job in his home city and moving from
17 Texas to California. Defendants' misconduct violates Civil Code Section 3294 and justifies an award
18 of punitive damages as against the Defendants in an amount to be determined at the time of trial.

19 **EIGHTH CAUSE OF ACTION**

20 **Negligent Misrepresentation**

21 **By Plaintiff Christopher Schricker Against All Defendants**

22 104. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
23 allegations as though set forth herein.

24 105. As alleged above, Defendants made affirmative statements intended to lead Schricker
25 to believe he was offered secure employment with Defendants in California running Fun Bike Center.

26 106. Defendants acted negligently in making the false representations and/or omissions of
27 material fact, which Schricker justifiably relied on.

1 107. As a direct a direct and proximate result of Defendant's negligent misrepresentations,
2 Schricker has incurred and will continue to incur damages in an amount to be proven at trial. These
3 damages include past and future lost income based on, *inter alia*, the difference between Schricker's
4 earnings before and after the move, expenses including moving and travel costs incurred and the cost
5 of housing, lost career opportunities, anxiety, embarrassment, anger, loss of enjoyment of life,
6 emotional distress, and all other damages he is entitled to, in a sum to be proven at trial.

7 **NINTH CAUSE OF ACTION**

8 **Promissory Estoppel**

9 **By Plaintiff Christopher Schricker Against All Defendants**

10 108. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
11 allegations as though set forth herein.

12 109. As alleged above, Defendants made affirmative statements intended to lead Schricker to
13 believe he was offered secure employment with Defendants in California running Fun Bike Center.

14 110. Plaintiff justifiably relied on Defendants' statements when he left secure and well-paying
15 employment in his home city of Austin and moved from Texas to California. Plaintiff would not have
16 left his home and job in Austin without assurances of job security running Fun Bike Center.

17 111. As a proximate result of Defendants' conduct, Schricker has incurred and will continue to
18 incur damages in an amount to be proven at trial. These damages include past and future lost income
19 based on, *inter alia*, the difference between Schricker's earnings before and after the move, expenses
20 including moving and travel costs incurred and the cost of housing, lost career opportunities, anxiety,
21 embarrassment, anger, loss of enjoyment of life, emotional distress, and all other damages he is
22 entitled to, in a sum to be proven at trial.

23 **TENTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **By All Plaintiffs Against All Defendants**

26 112. Plaintiffs incorporate by reference and re-allege as if fully stated herein all previous and
27 subsequent allegations in this complaint.

28 113. Defendants failed to pay all wages due to Plaintiffs, including, where applicable, and without
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1 limitation, regular, commission, and overtime wages.

2 114. Defendants failed to pay all final wages due to Plaintiffs.

3 115. Defendants failed to compensate Plaintiffs for their expenses incurred in the course of
4 employment as required by Labor Code Section 2802.

5 116. Defendants failed to provide Toor and Doyle with lawful meal periods.

6 117. Defendants failed to pay final wages to Plaintiffs when due.

7 118. Defendants' conduct was unlawful, fraudulent, and unfair.

8 119. Pursuant to Business and Professions § 17203, Plaintiffs are entitled to Restitution of all
9 wrongfully withheld wages and premiums.

10 120. Plaintiffs may recover attorney fees pursuant to Code of Civil Procedure § 1021.5

11 **ELEVENTH CAUSE OF ACTION**

12 **FAILURE TO PRODUCE PAY RECORDS**

13 **(BY PLAINTIFF CHRISTOPHER SCHRICKER AGAINST ALL DEFENDANTS)**

14 121. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
15 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

16 122. Under Labor Code § 226(c), "[a]n employer who receives a written or oral request to
17 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
18 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
19 from the date of the request."

20 123. The Plaintiff suing under this cause of action sent a record request to Defendants on
21 September 5, 2023.

22 124. Defendants failed to timely produce the records they were required to under Labor Code
23 § 226.

24 125. To date, Defendants have produced no records at all in response to the request.

25 126. Under Labor Code § 226(f), "[a] failure by an employer to permit a current or former
26 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
27 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
28 (\$750) penalty from the employer."

1 127. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
2 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
3 fees.”

4 128. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
5 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
6 their production obligations, attorney fees, and costs.

7 **TWELFTH CAUSE OF ACTION**

8 **FAILURE TO PRODUCE PAY RECORDS**

9 **(BY PLAINTIFF YADWINDER TOOR AGAINST ALL DEFENDANTS)**

10 129. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
11 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

12 130. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
13 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
14 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
15 from the date of the request.”

16 131. The Plaintiff suing under this cause of action sent a record request to Defendants on
17 September 5, 2023.

18 132. Defendants failed to timely produce the records they were required to under Labor Code
19 § 226.

20 133. To date, Defendants have produced no records at all in response to the request.

21 134. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
22 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
23 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
24 (\$750) penalty from the employer.”

25 135. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
26 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
27 fees.”

28 136. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action

1 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
2 their production obligations, attorney fees, and costs.

3 **THIRTEENTH CAUSE OF ACTION**

4 **FAILURE TO PRODUCE PAY RECORDS**

5 **(BY PLAINTIFF BRENDAN DOYLE AGAINST ALL DEFENDANTS)**

6 137. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
7 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

8 138. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
9 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
10 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
11 from the date of the request.”

12 139. The Plaintiff suing under this cause of action sent a record request to Defendants on
13 September 5, 2023.

14 140. Defendants failed to timely produce the records they were required to under Labor Code
15 § 226.

16 141. To date, Defendants have produced no records at all in response to the request.

17 142. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
18 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
19 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
20 (\$750) penalty from the employer.”

21 143. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
22 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
23 fees.”

24 144. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
25 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
26 their production obligations, attorney fees, and costs.

1 **FOURTEENTH CAUSE OF ACTION**

2 **FAILURE TO PRODUCE PERSONNEL FILE**

3 **(BY PLAINTIFF CHRISTOPHER SCHRICKER AGAINST ALL DEFENDANTS)**

4 145. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
5 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

6 146. Under Labor Code § 1198.5, “[e]very current and former employee, or his or her
7 representative, has the right to inspect and receive a copy of the personnel records that the employer
8 maintains relating to the employee’s performance or to any grievance concerning the employee... not
9 later than 30 calendar days from the date the employer receives a written request...”

10 147. The Plaintiff suing under this cause of action sent a record request to Defendants on
11 September 5, 2023.

12 148. Defendants failed to timely produce the records they were required to under Labor Code
13 § 1198.5.

14 149. To date, Defendants have produced no records at all in response to this request.

15 150. Under Labor Code § 1198.5(k), “...[i]f an employer fails to permit a current or former
16 employee, or his or her representative, to inspect or copy personnel records within the times specified
17 in this section, or times agreed to by mutual agreement as provided in this section, the current or
18 former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars
19 (\$750) from the employer.”

20 151. Under Labor Code § 1198.5(l), “...[a] current or former employee may also bring an action
21 for injunctive relief to obtain compliance with this section, and may recover costs and reasonable
22 attorney’s fees in such an action.”

23 152. Under Labor Code § 1198.5(k),(l), and otherwise, the Plaintiff suing under this cause of
24 action seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply
25 with their production obligations, attorney’s fees, and costs.

FIFTEENTH CAUSE OF ACTION

FAILURE TO PRODUCE PERSONNEL FILE

(BY PLAINTIFF YADWINDER TOOR AGAINST ALL DEFENDANTS)

153. The Plaintiff suing under this cause of action hereby incorporates by reference and re-alleges as if fully stated herein all previous and subsequent allegations in this complaint.

154. Under Labor Code § 1198.5, “[e]very 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 employee... not later than 30 calendar days from the date the employer receives a written request...”

155. The Plaintiff suing under this cause of action sent a record request to Defendants on September 5, 2023.

156. Defendants failed to timely produce the records they were required to under Labor Code § 1198.5.

157. To date, Defendants have produced no records at all in response to this request.

158. Under Labor Code § 1198.5(k), “...[i]f an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.”

159. Under Labor Code § 1198.5(l), “...[a] current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney’s fees in such an action.”

160. Under Labor Code § 1198.5(k),(l), and otherwise, the Plaintiff suing under this cause of action seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with their production obligations, attorney’s fees, and costs.

1 **SIXTEENTH CAUSE OF ACTION**

2 **FAILURE TO PRODUCE PERSONNEL FILE**

3 **(BY PLAINTIFF BRENDAN DOYLE AGAINST ALL DEFENDANTS)**

4 161. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
5 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

6 162. Under Labor Code § 1198.5, “[e]very current and former employee, or his or her
7 representative, has the right to inspect and receive a copy of the personnel records that the employer
8 maintains relating to the employee’s performance or to any grievance concerning the employee... not
9 later than 30 calendar days from the date the employer receives a written request...”

10 163. The Plaintiff suing under this cause of action sent a record request to Defendants on
11 September 5, 2023.

12 164. Defendants failed to timely produce the records they were required to under Labor Code
13 § 1198.5.

14 165. To date, Defendants have produced no records at all in response to this request.

15 166. Under Labor Code § 1198.5(k), “...[i]f an employer fails to permit a current or former
16 employee, or his or her representative, to inspect or copy personnel records within the times specified
17 in this section, or times agreed to by mutual agreement as provided in this section, the current or
18 former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars
19 (\$750) from the employer.”

20 167. Under Labor Code § 1198.5(l), “...[a] current or former employee may also bring an action
21 for injunctive relief to obtain compliance with this section, and may recover costs and reasonable
22 attorney’s fees in such an action.”

23 168. Under Labor Code § 1198.5(k),(l), and otherwise, the Plaintiff suing under this cause of
24 action seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply
25 with their production obligations, attorney’s fees, and costs.

1 **SEVENTEENTH CAUSE OF ACTION**

2 **FAILURE TO PRODUCE PAY RECORDS**

3 **(BY PLAINTIFF CHRISTOPHER SCHR AGAINST ALL DEFENDANTS)**

4 169. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
5 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

6 170. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
7 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
8 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
9 from the date of the request.”

10 171. The Plaintiff suing under this cause of action sent a record request to Defendants on March
11 5, 2024.

12 172. Defendants failed to timely produce the records they were required to under Labor Code
13 § 226.

14 173. To date, Defendants have produced no records at all in response to the request.

15 174. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
16 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
17 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
18 (\$750) penalty from the employer.”

19 175. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
20 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
21 fees.”

22 176. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
23 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
24 their production obligations, attorney fees, and costs.

25 **EIGHTEENTH CAUSE OF ACTION**

26 **FAILURE TO PRODUCE PAY RECORDS**

27 **(BY PLAINTIFF YADWINDER TOOR AGAINST ALL DEFENDANTS)**

28 177. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
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1 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

2 178. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
3 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
4 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
5 from the date of the request.”

6 179. The Plaintiff suing under this cause of action sent a record request to Defendants on March
7 5, 2024.

8 180. Defendants failed to timely produce the records they were required to under Labor Code
9 § 226.

10 181. To date, Defendants have produced no records at all in response to the request.

11 182. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
12 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
13 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
14 (\$750) penalty from the employer.”

15 183. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
16 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
17 fees.”

18 184. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
19 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
20 their production obligations, attorney fees, and costs.

21 **NINETEENTH CAUSE OF ACTION**

22 **FAILURE TO PRODUCE PAY RECORDS**

23 **(BY PLAINTIFF BRENDAN DOYLE AGAINST ALL DEFENDANTS)**

24 185. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
25 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

26 186. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
27 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
28 employee shall comply with the request as soon as practicable, but no later than 21 calendar days

1 from the date of the request.”

2 187. The Plaintiff suing under this cause of action sent a record request to Defendants on March
3 5, 2024.

4 188. Defendants failed to timely produce the records they were required to under Labor Code
5 § 226.

6 189. To date, Defendants have produced no records at all in response to the request.

7 190. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
8 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
9 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
10 (\$750) penalty from the employer.”

11 191. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
12 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
13 fees.”

14 192. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
15 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
16 their production obligations, attorney fees, and costs.

17 **TWENTIETH CAUSE OF ACTION**

18 **FAILURE TO PRODUCE PAY RECORDS**

19 **(BY PLAINTIFF CHRISTOPHER SCHRICKER AGAINST ALL DEFENDANTS)**

20 193. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
21 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

22 194. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
23 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
24 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
25 from the date of the request.”

26 195. The Plaintiff suing under this cause of action sent a record request to Defendants on April
27 12, 2024.

28 196. Defendants failed to timely produce the records they were required to under Labor Code
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1 § 226.

2 197. To date, Defendants have produced no records at all in response to the request.

3 198. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
4 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
5 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
6 (\$750) penalty from the employer.”

7 199. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
8 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
9 fees.”

10 200. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
11 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
12 their production obligations, attorney fees, and costs.

13 **TWENTY FIRST CAUSE OF ACTION**

14 **FAILURE TO PRODUCE PAY RECORDS**

15 **(BY PLAINTIFF YADWINDER TOOR AGAINST ALL DEFENDANTS)**

16 201. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
17 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

18 202. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
19 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
20 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
21 from the date of the request.”

22 203. The Plaintiff suing under this cause of action sent a record request to Defendants on April
23 12, 2024.

24 204. Defendants failed to timely produce the records they were required to under Labor Code §
25 226.

26 205. To date, Defendants have produced no records at all in response to the request.

27 206. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
28 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles

1 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
2 (\$750) penalty from the employer.”

3 207. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
4 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
5 fees.”

6 208. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
7 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
8 their production obligations, attorney fees, and costs.

9 **TWENTY SECOND CAUSE OF ACTION**

10 **FAILURE TO PRODUCE PAY RECORDS**

11 **(BY PLAINTIFF BRENDAN DOYLE AGAINST ALL DEFENDANTS)**

12 209. The Plaintiff suing under this cause of action hereby incorporates by reference and re-
13 alleges as if fully stated herein all previous and subsequent allegations in this complaint.

14 210. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
15 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
16 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
17 from the date of the request.”

18 211. The Plaintiff suing under this cause of action sent a record request to Defendants on April
19 12, 2024.

20 212. Defendants failed to timely produce the records they were required to under Labor Code
21 § 226.

22 213. To date, Defendants have produced no records at all in response to the request.

23 214. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
24 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
25 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
26 (\$750) penalty from the employer.”

27 215. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
28 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s

1 fees.”

2 216. Under Labor Code § 226(h) and otherwise, the Plaintiff suing under this cause of action
3 seeks the \$750 penalty, injunctive relief in the form of an order that Defendants fully comply with
4 their production obligations, attorney fees, and costs.

5 **TWENTY THIRD CAUSE OF ACTION**

6 **Representative Claim for PAGA Penalties**

7 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

8 **Failure to Pay Local/State Minimum/Regular Wages**

9 **in Violation of California Labor Code § 1194, 1197, 1198, 1815, and Wage Order 7 of the**

10 **Industrial Welfare Commission (“IWC”)**

11 **via § 1198, and Where applicable the Local Min. Wage Ordinance**

12 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

13 217. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
14 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
15 in this cause of action, the term “Plaintiffs” shall have the same meaning as the term
16 “REPRESENTATIVE PLAINTIFFS,” as defined in this paragraph.

17 218. PAGA authorizes an aggrieved employee, on behalf of him/herself, the State of California,
18 and other current or former employees, to bring a civil action to recover civil penalties against his or
19 her employer pursuant to the procedures specified in California Labor Code § 2699.3.

20 219. REPRESENTATIVE PLAINTIFFS are aggrieved employees within the meaning of PAGA,
21 and pursuant to PAGA, REPRESENTATIVE PLAINTIFFS are entitled to recover civil penalties
22 against Defendants on behalf of themselves and all Aggrieved Employees.

23 220. REPRESENTATIVE PLAINTIFFS have exhausted their administrative remedies under
24 PAGA. Specifically, on or about March 6, 2024, REPRESENTATIVE PLAINTIFFS gave written
25 notice of Defendants' violations - including the facts and theories to support the violations - of
26 various provisions of the California Labor Code and IWC Wage Order 7 to the LWDA by online
27 submission through the PAGA website and to Defendants by certified mail. The LWDA has not given
28 notice of its intent to assume jurisdiction over this matter.

1 221. Additionally, on or about May 21, 2024, REPRESENTATIVE PLAINTIFFS gave written
2 notice of Defendants' violations, including additional facts and additional legal theories, by way of an
3 amended PAGA notice filed with the LWDA by online submission through the PAGA website and
4 provided to Defendants by certified mail. REPRESENTATIVE PLAINTIFFS allege on information
5 and belief that the LWDA will not give notice of its intent to assume jurisdiction within the required
6 time following receipt of the amended PAGA notice and therefore that all administrative remedies
7 will be exhausted as to the amended notice as well.

8 222. The Causes of Action alleged herein are appropriately suited for a Representative Action
9 under PAGA (Labor Code § 2698, *et seq.*) because:

- 10 a. This action alleges violations of California Labor Code provisions that
11 provide for a civil penalty to be assessed and collected by the LWDA or any
12 departments, divisions, commissions, boards, agencies, or employees;
13 b. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
14 by the alleged violator and had one or more of the Labor Code violations
15 alleged on this Complaint committed against them; and
16 c. Plaintiffs have satisfied, and will continue to satisfy, the procedural
17 requirements of Labor Code § 2699.3, as set forth above.

18 223. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1198, and 1815 it is unlawful for a California
19 employer to suffer or permit an employee to work without paying wages for all hours worked, as
20 required by the applicable Industrial Welfare Commission ("IWC") Wage Order, including but not
21 limited to Wage Order 7, and applicable local law.

22 224. During all times relevant, Defendants were required to pay Plaintiffs and other Aggrieved
23 Employees their respective hourly rate for all hours worked and/or minimum wages per state law and
24 applicable local law.

25 225. During all times relevant, IWC Wage Order 7 applied to Plaintiffs' employment with
26 Defendants.

27 226. Pursuant to Wage Order 7, "hours worked" include the time during which an employee is
28 "suffered or permitted to work, whether or not required to do so."

1 227. Under state and, where appropriate, local law, every employer must pay each nonexempt
2 employee minimum wages. (*See, e.g.*, Los Angeles County Minimum Wage Ordinance (Chap. No.
3 8.100.010, *et seq.*); City of San Diego Minimum Wage Ordinance, § 39.0107, etc.)

4 228. During the Representative Period and based on the misconduct alleged above, Plaintiffs are
5 informed and believe, and therefore allege, that Defendants did not pay Plaintiffs and Aggrieved
6 Employees minimum/regular wages for all hours suffered or permitted to work in violation of state
7 and/or local law. (Labor Code §§ 1194, 1197.1, *et seq.*)

8 229. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the payment
9 of a wage less than the minimum wage “applicable to the employee” including attorneys’ fees, costs,
10 and interest.

11 230. At all material times, Defendants were and/or are Aggrieved Employees’ employers or
12 persons acting on behalf of Aggrieved Employees’ employer, within the meaning of California Labor
13 Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the
14 California Labor Code or any provision regulating hours and days of work in any Order of the
15 Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid
16 employee as set for in Labor Code § 558.

17 231. In committing the violations of state law as herein alleged, Plaintiffs are informed and
18 believe based there upon allege that Defendants have knowingly and willfully refused to perform their
19 obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

20 232. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial
21 losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and
22 expenses and attorneys’ fees in seeking to compel Defendants to fully perform their obligations under
23 state and/or local law.

24 233. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one
25 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
26 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in
27 which Defendants violated the minimum wage and/or regular wage provisions of the Labor Code,
28 including but not limited to §§ 216, 218, 218.5, 558, 1182.12, 1194, 1194.2, and 1197, the exact

1 amount of the applicable penalty is all in an amount to be shown according to proof at trial.

2 234. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees seek to recover from
3 Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

4 **TWENTY FOURTH CAUSE OF ACTION**

5 **Representative Claim for PAGA Penalties**

6 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

7 **Failure to Pay State Overtime and/or Double-Time Compensation**

8 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**

9 **1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 via IWC Wage Order 7**

10 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

11 235. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
12 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
13 in this cause of action, the term "Plaintiffs" shall have the same meaning as the term
14 "REPRESENTATIVE PLAINTIFFS," as defined in this paragraph.

15 236. California law requires an employer to pay each employee for his/her actual hours worked.
16 (*See* Cal. Labor Code §§ 200, 226.)

17 237. During all times relevant, IWC Wage Order 7 applied to Plaintiffs' employment with
18 Defendants.

19 238. Pursuant to § 2(H) of Wage Order 7, "hours worked" include the time during which an
20 employee is "suffered or permitted to work, whether or not required to do so."

21 239. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s),
22 including Wage Order 7, for each hour (or fraction thereof) an employee works up to forty (40) hours
23 in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage.
24 For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than
25 eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's
26 regular hourly wage.

27 240. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one
28 day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must

1 compensate the employee at the rate of no less than twice the regular rate of pay for that employee.

2 241.) hours a day on the seventh consecutive day of work, the employer must compensate the
3 employee at the rate of no less than twice the regular rate of pay for that employee.

4 242. During all times relevant, and pursuant to company policy and/or practice and/or direction,
5 Plaintiffs are informed and believe, and therefore allege, that Defendants required Plaintiffs and the
6 Aggrieved Employees to work more than 40 hours per week and/or eight hours in a workday and
7 Defendants did not pay Plaintiff and the Aggrieved Employees all overtime compensation to which
8 they should have received.

9 243. As alleged herein, Defendants mischaracterized Plaintiffs and other Aggrieved Employees as
10 exempt managers when indeed they performed nonexempt job duties more than 50% of the time.

11 244. Additionally, and as described in more detail above, Defendants made unauthorized
12 deductions from the wages of Plaintiffs and other Aggrieved Employees, including the “Uniform”
13 deduction described above.

14 245. In committing the violations of state law as herein alleged, Defendants have knowingly and
15 willfully refused to perform their obligations to compensate Aggrieved Employees for all wages
16 earned and all hours worked.

17 246. At all material times, Defendants were and/or are Aggrieved Employees’ employers or
18 persons acting on behalf of Aggrieved Employees’ employer, within the meaning of California Labor
19 Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the
20 California Labor Code or any provision regulating hours and days of work in Wage Order 7 of the
21 Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as
22 set for in Labor Code § 558.

23 247. In committing the violations of state law as herein alleged, Defendants have knowingly and
24 willfully refused to perform their obligations to compensate Aggrieved Employees for all wages
25 earned and all hours worked.

26 248. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one
27 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
28 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in

1 which Defendants violated the overtime provisions of the Labor Code, including but not limited to §§
2 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to
3 proof at trial.

4 249. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from Defendants, and each of them,
5 penalties, attorneys' fees, and costs incurred herein.

6 **TWENTY FIFTH CAUSE OF ACTION**

7 **Representative Claim for PAGA Penalties**

8 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

9 **Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of**

10 **California Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**

11 **218.5, 218.6, 256, and 1198 via Wage Order 7**

12 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

13 250. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
14 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
15 in this cause of action, the term "Plaintiffs" shall have the same meaning as the term
16 "REPRESENTATIVE PLAINTIFFS," as defined in this paragraph.

17 251. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned and
18 unpaid at the time of discharge are due and payable immediately."

19 252. Pursuant to Labor Code § 202, "If an employee not having a written contract for a definite
20 period quits his or her employment, his or her wages shall become due and payable not later than 72
21 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to
22 quit, in which case the employee is entitled to his or her wages at the time of quitting."

23 253. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without
24 abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of
25 the employee shall continue as a penalty from the due date thereof at the same rate until paid or until
26 an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

27 254. Pursuant to Labor Code § 204, "all wages ... earned by any person in any employment are due
28 and payable twice during each calendar month, on days designated in advance by the employer as the

1 regular paydays.”

2 255. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee during any
3 calendar week and prior to or on the regular payday shall be paid for not later than the regular payday
4 of the employer for such weekly-paid employee falling during the following calendar week.”

5 256. Plaintiffs are informed and believe, and therefore allege, that Defendants did not properly pay
6 Plaintiffs and Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204
7 and/or 204b and therefore Plaintiffs seek the unpaid wages.

8 257. To date, Defendants have not paid Plaintiffs and Aggrieved Employees all earned wages as
9 required by law.

10 258. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved
11 Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the
12 meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,
13 Chapter 1 of the California Labor Code or any provision regulating hours and days of work in Wage
14 Order 7 of the Industrial Welfare Commission and, as such, are subject to penalties for each
15 underpaid employee as set for in Labor Code § 558.

16 259. In committing the violations of state law as herein alleged, Defendants have knowingly and
17 willfully refused to perform their obligations to compensate Aggrieved Employees for all wages
18 earned and all hours worked.

19 260. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one
20 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
21 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in
22 which Defendants violated Labor Code §§ 201, 202, 203, 204, 204b, and 256.

23 261. Plaintiffs and Aggrieved Employees have been deprived of their rightfully earned wages as a
24 direct and proximate result of Defendants’ failure and refusal to pay said compensation and for the
25 reasons alleged in this Complaint

26 262. Plaintiffs seek all waiting time penalties, interest, attorneys’ fees, costs, damages, and other
27 remedies pursuant to PAGA in an amount to be proven at trial.

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4 **TWENTY SIXTH CAUSE OF ACTION**

5 **Representative Claim for PAGA Penalties**

6 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

7 **Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7, 512,**
8 **and 1198 via IWC Wage Order 7**

9 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

10 263. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
11 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
12 in this cause of action, the term “Plaintiffs” shall have the same meaning as the term
13 “REPRESENTATIVE PLAINTIFFS,” as defined in this paragraph.

14 264. Based on the misconduct alleged in this Complaint, Plaintiffs are informed and believe, and
15 therefore allege, that Defendants failed to pay Plaintiff and Aggrieved Employees premium pay for all
16 their missed meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

17 265. Because of Defendants’ illegal pay practices, Plaintiffs are informed and believe, and
18 therefore allege, that said Defendants failed to pay Plaintiff and Aggrieved Employees for all meal
19 and rest breaks despite their requirement under California law and, as such, all culpable Defendants
20 are required to pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium
21 wages.

22 266. Plaintiffs are informed and believe, and therefore allege, that Defendants also failed to provide
23 Plaintiff, and Aggrieved Employees, legally compliant meal and rest periods, or compensation in lieu
24 thereof, during their employment by said Defendants.

25 267. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one
26 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
27 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in
28 which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the

1 applicable penalty is all in an amount to be shown according to proof at trial.

2 268. Wherefore, Plaintiffs request all remedies available to them and to the Aggrieved Employees
3 pursuant to PAGA.

4 **TWENTY SEVENTH CAUSE OF ACTION**

5 **Representative Claim for PAGA Penalties**

6 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

7 **Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198**

8 **via IWC Wage Order 7**

9 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

10 269. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
11 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
12 in this cause of action, the term “Plaintiffs” shall have the same meaning as the term
13 “REPRESENTATIVE PLAINTIFFS,” as defined in this paragraph.

14 270. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
15 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
16 in this cause of action, the term “Plaintiffs” shall have the same meaning as the term
17 “REPRESENTATIVE PLAINTIFFS,” as defined in this paragraph.

18 271. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that every
19 employer shall, “semimonthly or at the time of each payment of wages, shall furnish to his or her
20 employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or
21 separately if wages are paid by personal check or cash, an accurate itemized statement in writing
22 showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-
23 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee may be aggregated
25 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
26 employee is paid, (7) the name of the employee and only the last four digits of his or her social
27 security number..., (8) the name and address of the legal entity that is the employer. . . , and (9) all
28 applicable hourly rates in effect during the pay period and the corresponding number of hours worked

1 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
2 services employer as defined in Section 201.3, the rate of pay and the total hours worked for each
3 temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

4 272. Upon information and belief, during all times relevant to this action, Defendants did not
5 provide accurate wage statements throughout the Representative Period and, thus, Plaintiffs assert this
6 claim both as a stand-alone claim and derivative of their unpaid wage claims.

7 273. As alleged throughout this complaint, including in particular the Third Cause of Action, on
8 numerous occasions, an exact amount by which will be proven at trial, Defendants violated various
9 provisions of Labor Code § 226, including but not limited to subdivisions (a)(1), (a)(2), (a)(4), (a)(5),
10 (a)(8), and (a)(9) by failing to provide Plaintiffs and the Aggrieved Employees accurate itemized
11 statements in writing accurately showing gross wages earned, total hours worked by the employee,
12 net wages earned, and rates of pay, and the correct employer name, among other things.

13 274. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one
14 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
15 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in
16 which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this
17 Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to
18 proof at trial.

19 275. Cal. Labor Code § 226.3 imposes upon all culpable Defendants a penalty of two hundred fifty
20 dollars (\$250.00) for each aggrieved employee per pay period for the initial violation and one
21 thousand dollars (\$1,000.00) for each aggrieved employee per pay period for each subsequent
22 violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged
23 in this Complaint, the exact amount of the applicable penalty in an amount to be shown according to
24 proof at trial.

25 276. e Defendants a penalty of two hundred fifty dollars (\$250.00) for each aggrieved employee per
26 pay period for the initial violation and one thousand dollars (\$1,000.00) for each aggrieved employee
27 per pay period for each subsequent violation in which all culpable Defendants violated the applicable
28 Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty in

1 an amount to be shown according to proof at trial.

2 277. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees seek to recover from
3 Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein under §§ 226,
4 226.3, and 226.6 in an amount to be proven at trial.

5 **TWENTY EIGHTH CAUSE OF ACTION**

6 **Representative Claim for PAGA Penalties**

7 **For Failure to Maintain Required Records in Violation of California**

8 **Labor Code §§ 1174 and 1198 via Wage Order 7**

9 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

10 278. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
11 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
12 in this cause of action, the term "Plaintiffs" shall have the same meaning as the term
13 "REPRESENTATIVE PLAINTIFFS," as defined in this paragraph.

14 279. Wage Order 7 including at § 7 requires every employer to maintain time and payroll records.

15 280. Plaintiffs are informed and believe and based thereon allege that during all times relevant,
16 Defendants failed to comply with § 7 Wage Order 7 and with Labor Code § 1174 by failing to
17 maintain certain records which employers are required to maintain, including but not limited to, an
18 accurate record indicating the number hours worked by the Plaintiffs.

19 281. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one
20 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
21 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in
22 which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this
23 Complaint, the exact amount of the applicable penalty to be shown according to proof at trial.

24 282. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to PAGA in an
25 amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest
26 pursuant to law.

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4 **TWENTY NINTH CAUSE OF ACTION**

5 **Representative Claim for PAGA Penalties**

6 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

7 **Violations of California’s Sick Pay Law Under**

8 **Labor Code §§ 246, 246.5, 247, 247.5, 248.5**

9 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

10 283. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
11 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
12 in this cause of action, the term “Plaintiffs” shall have the same meaning as the term
13 “REPRESENTATIVE PLAINTIFFS,” as defined in this paragraph.

14 284. As alleged above, Plaintiffs are informed and believe, and therefore allege, that Defendants
15 did not comply with California’s sick pay laws.

16 285. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one
17 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
18 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in
19 which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this
20 Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to
21 proof at trial.

22 286. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to PAGA in an
23 amount to be proven at trial including but not limited to penalties, attorneys’ fees, costs, and interest
24 pursuant to law.

25 **THIRTIETH CAUSE OF ACTION**

26 **Individual and Representative Claim for PAGA Penalties and Wages**

27 **Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code**
28 **subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205,**

FIRST AMENDED COMPLAINT

205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223,
224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of
Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750,
751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3,
Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308,
1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1,
1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision
(a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section
2929, and Sections 3073.6, 6310, 6311, and 6399.7

1, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5,
1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b)
of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297,
1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and
2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision
(b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7

51, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153,
1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5,
1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7,
1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5,
Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26,
1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section
2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections
3073.6, 6310, 6311, and 6399.7

1 **00.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of**
2 **Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and**
3 **Sections 3073.6, 6310, 6311, and 6399.7**

4 **, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,**
5 **2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7**
6 **(By REPRESENTATIVE PLAINTIFFS and all Aggrieved Employees against all Defendants)**

7 287. REPRESENTATIVE PLAINTIFFS (defined as Plaintiffs Toor and Doyle) re-allege and
8 incorporate by reference the foregoing and subsequent allegations as though set forth herein. As used
9 in this cause of action, the term “Plaintiffs” shall have the same meaning as the term
10 “REPRESENTATIVE PLAINTIFFS,” as defined in this paragraph.

11 288. Plaintiffs have sent their written notice to the Labor Workforce Development Agency
12 (LWDA) and Defendants of the specific sections of the California Labor Code Defendants violated
13 and continue to violate.

14 289. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil
15 penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
16 boards, agencies or employees for violation of the code may, as an alternative, be recovered through a
17 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
18 former employees pursuant to the procedures specified in Labor Code § 2699.3.

19 290. rought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in Labor Code § 2699.3.

21 291. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged
22 above and Defendants’ violations of the Labor Code provisions alleged herein, Plaintiffs are entitled
23 to penalties under Labor Code §§ 2698 and 2699.

24 292. Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the alleged violator
25 and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly
26 suited to represent the interests of other current and former Represented Employees.

27 293. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for
28 violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a,

1 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221,
2 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision
3 (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision
4 (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604,
5 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
6 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3,
7 Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308,
8 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section
9 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25,
10 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of
11 Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and
12 Sections 3073.6, 6310, 6311, and 6399.7.

13 294. 32.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
14 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153,
15 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5,
16 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7,
17 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5,
18 Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26,
19 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section
20 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections
21 3073.6, 6310, 6311, and 6399.7.

22 295. 32.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852,
23 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
24 the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293,
25 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391,
26 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6,
27 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,
28 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800,

1 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

2 296. 5.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
3 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806,
4 and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

5 297. 96, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735,
6 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and
7 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

8 298. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting
9 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provision regulating hours and days of work in any order of the Industrial Welfare Commission
11 (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil
12 penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
13 period for which the employee was underpaid in addition to an amount sufficient to recover
14 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
15 employee for each pay period for which the employee was underpaid in addition to an amount
16 sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid
17 to the affected employee.

18 299. order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
19 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50)
20 for each underpaid employee for each pay period for which the employee was underpaid in addition
21 to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred
22 dollars (\$100) for each underpaid employee for each pay period for which the employee was
23 underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered
24 pursuant to this section shall be paid to the affected employee.

25 300. was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each
26 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
27 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
28 and (3) wages recovered pursuant to this section shall be paid to the affected employee.

1 301. an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this
2 section shall be paid to the affected employee.

3 302. Plaintiffs seek penalties for Defendants' conduct as alleged herein as permitted by law.

4 303. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover attorney's fees, costs, civil
5 penalties, and wages on behalf of Plaintiff and other current and former Represented Employees as
6 alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits
7 of this Court.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

10 **ON THE FIRST THROUGH TENTH CAUSES OF ACTION**

- 11 1. Special damages;
- 12 2. General damages;
- 13 3. Punitive damages;
- 14 4. Liquidated damages;
- 15 5. Penalties as requested throughout the complaint, including, inter alia, pursuant to Labor Code
16 Sections 226 and its subdivisions, 203, and 1198.5.
- 17 6. Premium pay as allowable by law including, without limitation, Lab. Code §§ 226.7 and
18 512.
- 19 7. Unpaid wages according to proof.
- 20 8. Unpaid overtime wages as allowable by law including, without limitation, Lab. Code
21 §510.
- 22 9. Restitution of unpaid wages, premium pay, and expenses incurred according to proof.
- 23 10. Interest as allowable by law including, without limitation, Lab. Code § 218.6.
- 24 11. Statutory damages and penalties where allowable by law;
- 25 12. That Plaintiffs be awarded reasonable attorneys' fees and costs where available by law,
26 including but not limited to pursuant to Lab. Code § 218.5, Lab. Code § 1194, Cal. Gov't,
27 Code § 12965, Cal. Labor Code §§ 226, *et seq.*, and Cal. Code of Civil Procedure § 1021.5,
28 and/or other applicable laws;

1 13. Costs;

2 14. Double damages under Labor Code § 972.

3 15. For such other and further relief as this Court may deem proper and just.

4 **ON THE ELEVENTH CAUSE OF ACTION**

5 16. Under Labor Code § 226(f), the \$750 penalty for the “failure by an employer to permit a
6 current or former employee to inspect or receive a copy of records within the time set forth in
7 subdivision (c).”

8 17. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants
9 comply with their production obligations.

10 18. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

11 19. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

12 20. Interest.

13 21. Such other and further relief as the Court may deem just and proper.

14
15 **ON THE TWELFTH CAUSE OF ACTION**

16 22. Under Labor Code § 226(f), the \$750 penalty for the “failure by an employer to permit a
17 current or former employee to inspect or receive a copy of records within the time set forth in
18 subdivision (c).”

19 23. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants
20 comply with their production obligations.

21 24. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

22 25. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

23 26. Interest.

24 27. Such other and further relief as the Court may deem just and proper.

25 **ON THE THIRTEENTH CAUSE OF ACTION**

26 28. Under Labor Code § 226(f), the \$750 penalty for the “failure by an employer to permit a
27 current or former employee to inspect or receive a copy of records within the time set forth in
28 subdivision (c).”

1 29. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants
2 comply with their production obligations.

3 30. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

4 31. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

5 32. Interest.

6 33. Such other and further relief as the Court may deem just and proper.

7 **ON THE FOURTEENTH CAUSE OF ACTION**

8 34. Under Labor Code § 1198.5(k), the \$750 penalty for the failure "...to permit a current or
9 former employee, or his or her representative, to inspect or copy personnel records within the
10 times specified in this section..."

11 35. Under Labor Code § 1198.5(l), injunctive relief in the form of an order that Defendants
12 comply with their production obligations.

13 36. Attorney fees as allowable by law, including, without limitation, Labor Code § 1198.5(l).

14 37. Costs as allowable by law, including, without limitation, Labor Code § 1198.5(l).

15 38. Interest.

16 39. Such other and further relief as the Court may deem just and proper.

17
18 **ON THE FIFTEENTH CAUSE OF ACTION**

19 40. Under Labor Code § 1198.5(k), the \$750 penalty for the failure "...to permit a current or
20 former employee, or his or her representative, to inspect or copy personnel records within the
21 times specified in this section..."

22 41. Under Labor Code § 1198.5(l), injunctive relief in the form of an order that Defendants
23 comply with their production obligations.

24 42. Attorney fees as allowable by law, including, without limitation, Labor Code § 1198.5(l).

25 43. Costs as allowable by law, including, without limitation, Labor Code § 1198.5(l).

26 44. Interest.

27 45. Such other and further relief as the Court may deem just and proper.

28 **ON THE SIXTEENTH CAUSE OF ACTION**

1 46. Under Labor Code § 1198.5(k), the \$750 penalty for the failure "...to permit a current or
2 former employee, or his or her representative, to inspect or copy personnel records within the
3 times specified in this section..."

4 47. Under Labor Code § 1198.5(l), injunctive relief in the form of an order that Defendants
5 comply with their production obligations.

6 48. Attorney fees as allowable by law, including, without limitation, Labor Code § 1198.5(l).

7 49. Costs as allowable by law, including, without limitation, Labor Code § 1198.5(l).

8 50. Interest.

9 51. Such other and further relief as the Court may deem just and proper.

10 **ON THE SEVENTEENTH CAUSE OF ACTION**

11 52. Under Labor Code § 226(f), the \$750 penalty for the "failure by an employer to permit a
12 current or former employee to inspect or receive a copy of records within the time set forth in
13 subdivision (c)."

14 53. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants
15 comply with their production obligations.

16 54. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

17 55. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

18 56. Interest.

19 57. Such other and further relief as the Court may deem just and proper.

20 **ON THE EIGHTEENTH CAUSE OF ACTION**

21 58. Under Labor Code § 226(f), the \$750 penalty for the "failure by an employer to permit a
22 current or former employee to inspect or receive a copy of records within the time set forth in
23 subdivision (c)."

24 59. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants
25 comply with their production obligations.

26 60. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

27 61. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

28 62. Interest.

63. Such other and further relief as the Court may deem just and proper.

ON THE NINETEENTH CAUSE OF ACTION

64. Under Labor Code § 226(f), the \$750 penalty for the “failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c).”

65. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants comply with their production obligations.

66. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

67. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

68. Interest.

69. Such other and further relief as the Court may deem just and proper.

ON THE TWENTIETH CAUSE OF ACTION

70. Under Labor Code § 226(f), the \$750 penalty for the “failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c).”

71. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants comply with their production obligations.

72. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

73. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

74. Interest.

75. Such other and further relief as the Court may deem just and proper.

ON THE TWENTY FIRST CAUSE OF ACTION

76. Under Labor Code § 226(f), the \$750 penalty for the “failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c).”

77. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants comply with their production obligations.

78. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

1 79. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

2 80. Interest.

3 81. Such other and further relief as the Court may deem just and proper.

4 **ON THE TWENTY SECOND CAUSE OF ACTION**

5 82. Under Labor Code § 226(f), the \$750 penalty for the “failure by an employer to permit a
6 current or former employee to inspect or receive a copy of records within the time set forth in
7 subdivision (c).”

8 83. Under Labor Code § 226(h), injunctive relief in the form of an order that Defendants
9 comply with their production obligations.

10 84. Attorney fees as allowable by law, including, without limitation, Labor Code § 226(h).

11 85. Costs as allowable by law, including, without limitation, Labor Code § 226(h).

12 86. Interest.

13 87. Such other and further relief as the Court may deem just and proper.

14
15 **ON THE TWENTY THIRD THROUGH THIRTIETH CAUSES OF ACTION**

16 88. That the Court find Defendants’ violations of the Labor Code alleged in this Complaint were
17 willful;

18 89. For all remedies available to REPRESENTATIVE PLAINTIFFS and Aggrieved Employees
19 under the Labor Code and the applicable Industrial Welfare Commission Order including but
20 not limited to Wage Order Number 7-2001 via § 2698, *et seq.* and Labor Code § 558,
21 including an award of attorneys’ fees, costs, interest, liquidated damages, damages, and
22 penalties according to proof to the extent permitted by law;

23 90. For maximum civil penalties available under the Labor Code and applicable Wage Order as
24 described more particularly in this Complaint;

25 91. That REPRESENTATIVE PLAINTIFFS and Aggrieved Employees be awarded reasonable
26 attorneys’ fees where available by law, including but not limited to pursuant to Labor Code
27 §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or other applicable laws; and
28

1 92. For such other and further relief as this Court may deem proper and just.
2

3 DATED: May 22, 2024

PANCER LAW CORPORATION

4
5 /s/ Ian Pancer

6 Ian Pancer

7 Attorney for PLAINTIFFS
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