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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MICHAEL PAYNE, an individual, on behalf of
himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

REACH AIR MEDICAL SERVICES, LLC, a
California Limited Liability Company; and
DOES 1 TO 50,

Defendants.

Case Number: 24CV008383

**First Amended Class and Representative
Action Complaint For:**

1. Failure to Pay All Minimum Wages,
2. Failure to Pay All Overtime Wages,
3. Failure to Maintain Accurate Employment Records,
4. Failure to Pay Wages Timely during Employment,
5. Failure to Pay All Wages Earned and Unpaid at Separation,
6. Failure to Furnish Accurate Itemized Wage Statements,
7. Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210), and
8. Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") for Violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 510, 1174, 1185, 1194,

BY FAX

1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
and Other Provisions of the Labor Code.

Demand for Jury Trial

Plaintiff Michael Payne (“Plaintiff”), on behalf of himself, the State of California, as a private attorney general, and all other similarly situated employees within the State of California, complains and alleges of defendants REACH Air Medical Services, LLC and Does 1 to 50 (collectively, “Defendants”), and each of them, as follows:

I. INTRODUCTION

1. This is a class action complaint brought pursuant to California Code of Civil Procedure section 382.

2. The “Class Period” as used herein, is defined as the period from May 5, 2023, and continuing into the present and ongoing. Defendants’ violations of California’s laws as described more fully below have been ongoing throughout the Class Period and are still ongoing.

3. Plaintiff brings this class action on behalf of himself and the following class: *All individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

4. Plaintiff brings this action on behalf of himself and the Class Members, as a class action, against Defendants for:

- A. Failure to pay all minimum wages,
- B. Failure to pay all overtime wages,
- C. Failure to maintain accurate employment records,
- D. Failure to pay wages timely during employment,
- E. Failure to pay all wages earned and unpaid at separation,
- F. Failure to furnish accurate itemized wage statements, and
- G. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof. Code, §§ 17200–17210).

1 5. This action is also a representative action brought pursuant to the California Labor Code
2 Private Attorneys General Act of 2004 (“PAGA”), codified at California Labor Code sections 2698
3 through 2699.6.

4 6. The “PAGA Period” as used herein, is defined as the period from May 5, 2023, and
5 continuing into the present and ongoing.

6 7. This PAGA action is brought on behalf of Plaintiff, the State of California as private
7 attorney general, and on behalf of the following aggrieved employees: *All individuals who are or were*
8 *employed by Defendants as non-exempt employees in California during the PAGA Period* (the
9 “Aggrieved Employees”).

10 8. Plaintiff is informed and believes and thereon alleges that the California Industrial
11 Welfare Commission (“IWC”) Wage Orders applicable to the facts of this case are IWC Wage Orders
12 4-2001 and/or 9-2001 (the “Applicable Wage Orders”) and possibly others that may be applicable.
13 (Cal. Code of Regs., tit. 8, §§ 11040, 11090.) Plaintiff reserves the right to amend or modify the
14 definition of “Applicable Wage Orders” with greater specificity or add additional IWC Wage Orders
15 if additional applicable wage orders are discovered in litigation.

16 **II. JURISDICTION & VENUE**

17 9. This Court has subject matter jurisdiction over all causes of action asserted herein
18 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section
19 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds
20 \$25,000, and because each cause of action asserted arises under the laws of the State of California or
21 is subject to adjudication in the courts of the State of California.

22 10. This Court has personal jurisdiction over Defendants because Defendants have caused
23 injuries in the County of Sacramento and the State of California through their acts, and by their
24 violation of the California Labor Code and California state common law. Defendants transact millions
25 of dollars of business within the State of California. Defendants own, maintain offices, transact
26 business, have an agent or agents within the County of Sacramento, and/or otherwise are found within
27 the County of Sacramento, and Defendants are within the jurisdiction of this Court for purposes of
28 service of process.

1 11. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the
2 Code of Civil Procedure. Defendants operate within California and do business within Sacramento
3 County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and all of
4 Defendants' employees identified above within Sacramento County and surrounding counties where
5 Defendants may remotely operate.

6 12. This matter is not appropriate for removal under the Class Action Fairness Act (28
7 U.S.C. § 1332) as the amount in controversy for Plaintiff's and the Class Members' claims, in
8 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of
9 California. As such, even if the amount in controversy did exceed \$5 million this matter would still not
10 be appropriate for removal under the "local controversy" exception to the Class Action Fairness Act.
11 (28 U.S.C. § 1332, subd. (d)(4)(A).)

12 **III. THE PARTIES**

13 **A. PLAINTIFF**

14 13. At all relevant times, Plaintiff, who is over the age of 18, was and currently is a citizen
15 of California residing in the State of California. Defendants employed Plaintiff as a non-exempt hourly
16 employee in the County of Sacramento.

17 14. Plaintiff brings this action on behalf of himself and the following class pursuant to
18 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
19 *Defendants as non-exempt employees in California during the Class Period* (the "Class Members").

20 15. Plaintiff also brings this action on behalf of himself and the State of California, as a
21 private attorney general, and on behalf of the following group of aggrieved employees: *All individuals*
22 *who are or were employed by Defendants as non-exempt employees in California during the PAGA*
23 *Period* (the "Aggrieved Employees").

24 16. The Class Members and the Aggrieved Employees, at all times pertinent hereto, are or
25 were employees of Defendants during the relevant statutory period.

26 **B. DEFENDANTS**

27 17. Plaintiff is informed and believes and thereon alleges that Defendants were authorized
28 to and doing business in Sacramento County and is and/or was the legal employer of Plaintiff, the other

1 Aggrieved Employees, and the other Class Members during the applicable statutory periods. Plaintiff,
2 the other Aggrieved Employees, and the other Class Members were, and are, subject to Defendants'
3 policies and/or practices complained of herein and have been deprived of the rights guaranteed to them
4 by: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 510, 1174, 1185, 1194, 1194.2,
5 1197, 1197.1, 1198, 1198.5, 1199, and others that may be applicable; California Business and
6 Professions Code sections 17200 through 17210 ("UCL"); and the Applicable Wage Orders (Cal. Code
7 of Regs., tit. 8, §§ 11040, 11090).

8 18. Plaintiff is informed and believes, and based thereon alleges, that during the Class
9 Period and PAGA Period, Defendants did (and continue to do) business in the State of California,
10 County of Sacramento. Defendants' operations are headquartered in Sacramento County.

11 19. Plaintiff does not know the true names or capacities, whether individual, partner, or
12 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said defendants
13 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this
14 complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
15 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were
16 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff,
17 the other Aggrieved Employees, and the other Class Members to be subject to the unlawful employment
18 practices, wrongs, injuries, and damages complained of herein.

19 20. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
20 herein, Defendants were and/or are the employers of Plaintiff, the other Aggrieved Employees, and the
21 other Class Members. At all times herein mentioned, each of said Defendants participated in the doing
22 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
23 Defendants, and each of them, were the agents, representatives, and employees of each and every one
24 of the other Defendants, and at all times herein mentioned were acting within the course and scope of
25 said agency, representation, and employment. Defendants, and each of them, approved of, condoned,
26 or otherwise ratified every one of the acts or omissions complained of herein.

27 21. Plaintiff is further informed, and believes, and thereon alleges, that at all times
28 mentioned herein, that Defendants, and each of them, are the alter egos of one another and that there

1 existed and now exists a unity of interest and ownership between them such that the individuality and
2 separateness of each of them has ceased. Plaintiff is further informed, and believes, and thereon alleges,
3 that at all times mentioned herein, that Defendants, and each of them, have been and now are mere
4 shells and naked frameworks that their principal uses for the conduct of that Defendant's own business,
5 property, and affairs, for which Defendants, and each of them, have concealed and misrepresented their
6 identities as the entities responsible for their ownership, management, and financial interests.

7 22. Plaintiff is further informed, and believes, and thereon alleges, that at all times
8 mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture,
9 partnership, and common enterprise, and acting within the course and scope of and in pursuance of said
10 joint venture, partnership, and common enterprise. Further, Plaintiff is informed, and believes, and
11 thereon alleges, that all Defendants were joint employers for all purposes of Plaintiff, the other
12 Aggrieved Employees, and the other Class Members.

13 **IV. COMMON FACTS & ALLEGATIONS**

14 23. Plaintiff and the other Class Members (collectively, the "Class Members") are, and were
15 at all relevant times, employed by the Defendants within the State of California.

16 24. Likewise, Plaintiff and the other Aggrieved Employees (collectively, the "Aggrieved
17 Employees") are, and were at all relevant times, employed by the Defendants within the State of
18 California.

19 25. The Class Members and the Aggrieved Employees are, and were, at all relevant times,
20 non-exempt employees for the purposes of minimum wages, overtime, and the other claims alleged in
21 this complaint.

22 26. Specifically, Plaintiff was employed by Defendants within the statutory Class Period
23 and PAGA Period, working as an hourly, non-exempt lead pilot for Defendants.

24 **A. MINIMUM WAGE VIOLATIONS**

25 27. Labor Code section 1197 requires employees to be paid at least the minimum wage fixed
26 by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code
27 section 1194 entitles "any employee receiving less than the legal minimum wage . . . to recover in a
28 civil action the unpaid balance of the full amount of this minimum wage." Likewise, the Applicable

1 Wage Orders also obligate employers to pay each employee minimum wages for all hours worked.
2 (Cal. Code of Regs., tit. 8, §§ 11040, 11090.) Labor Code section 1198 makes unlawful the employment
3 of an employee under conditions that the IWC Wage Orders prohibit.

4 28. These minimum wage standards apply to each hour that employees work. Therefore, an
5 employer's failure to pay for any particular time worked by an employee is unlawful, even if averaging
6 an employee's total pay over all hours worked, paid or not, results in an average hourly wage above
7 minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

8 29. Here, Defendants failed to fully conform their pay practices to the requirements of the
9 law during the relevant statutory periods. The Class Members and the Aggrieved Employees were not
10 compensated for all hours worked including, but not limited to, all hours they were subject to the control
11 of Defendants and/or suffered or permitted to work under the California Labor Code and the Applicable
12 Wage Orders. Among other violations, the Class Members and the Aggrieved Employees were subject
13 to the control of Defendants while off-the-clock and did not receive minimum wage for each hour
14 worked.

15 30. Additionally, the Class Members and the Aggrieved Employees were not paid all wages
16 for all hours worked due to Defendants' uniform payroll policies and practices that unfairly rounded
17 employees' wages to the detriment of the Class Members and the Aggrieved Employees. This rounding
18 policy routinely failed to capture the entirety of the hours the Class Members and the Aggrieved
19 Employees worked and was structured in a way that in favored underpayment. (See *See's Candy Shops,*
20 *Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907.) As a result, the Class Members and the
21 Aggrieved Employees suffered periodic shortages in the hours for which they were compensated. This
22 uncompensated time violated California's requirement that employees be compensated for all hours
23 worked. As a result of this practice, the Class Members and the Aggrieved Employees were not
24 compensated their minimum wages for all hours worked.

25 31. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an
26 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
27 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
28 due and interest thereon.

1 32. When employees, such as the Class Members, are not paid for all hours worked under
2 Labor Code section 1194, they are entitled to recover minimum wages for the time which they received
3 no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal. 2015) 154
4 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated damages under
5 Labor Code section 1194.2 if they also showed they were paid less than minimum wage].)

6 33. Labor Code section 1197.1 authorizes employees who are paid less than the minimum
7 wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among other
8 damages, as follows:

9 (1) “For any initial violation that is intentionally committed, one hundred
10 dollars (\$100) for each underpaid employee for each pay period for
11 which the employee is underpaid.”

12 (2) “For each subsequent violation for the same specific offense, two
13 hundred fifty dollars (\$250) for each underpaid employee for each pay
14 period for which the employee is underpaid regardless of whether the
15 initial violation is intentionally committed.” (Lab. Code, § 1197.1, subd.

16 (a).)

17 34. As set forth above, Defendants failed to fully compensate the Class Members and the
18 Aggrieved Employees for all minimum wages. Accordingly, the Class Members are entitled to recover
19 liquidated damages for violations of Labor Code section 1197.1.

20 35. Based upon these same factual allegations, the Class Members are likewise entitled to
21 penalties under Labor Code sections 1199.

22 **B. OVERTIME VIOLATIONS**

23 36. Labor Code section 510 requires employers to compensate employees who work more
24 than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked on
25 the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee.
26 (Lab. Code, § 510, subd. (a).) Further, Labor Code section 510 obligates employers to compensate
27 employees at no less than twice the regular rate of pay when an employee works more than twelve
28

1 hours in a day or more than eight hours on the seventh consecutive day of work. (Lab. Code, § 510,
2 subd. (a).) These rules are also reflected in the Applicable Wage Orders.

3 37. In accordance with Labor Code section 1194 and the Applicable Wage Orders, the Class
4 Members and the Aggrieved Employees could not then agree and cannot now agree to work for a lesser
5 wage than the amount provided by Labor Code sections 510 or the Applicable Wage Orders.

6 38. Here, Defendants violated their duty to accurately and completely compensate the Class
7 Members and the Aggrieved Employees for all overtime worked. The Class Members and the
8 Aggrieved Employees periodically worked hours that entitled them to overtime compensation under
9 the law but were not fully compensated for those hours.

10 39. Moreover, during the relevant statutory periods, Defendants had a policy and practice
11 of failing to pay overtime wages at the proper rate when it actually paid overtime. Specifically, when
12 Defendants paid overtime wages to the Class Members and the Aggrieved Employees, Defendants
13 failed to include all compensation when calculating the regular rate of pay used in overtime calculations
14 and when paying overtime.

15 40. For instance, the Class Members and the Aggrieved Employees would often receive,
16 along with their hourly rates of pay for their working hours, additional remuneration and/or non-
17 discretionary bonus pay. Defendants, however, calculated the regular rate of pay for the Class Members
18 and the Aggrieved Employees without factoring into the regular rate of pay all other non-hourly pay
19 earnings received during the pay period. As a result, the Class Members and the Aggrieved Employees
20 were underpaid overtime wages when they worked in excess of eight hours in any workday and/or forty
21 hours in a workweek when such additional forms of remuneration were earned. By its practice of
22 periodically requiring the Class Members and the Aggrieved Employees to work in excess of eight
23 hours in a workday and/or forty hours in a workweek without compensating them at the rate of one and
24 one-half (1½) their regular rate of pay, Defendants willfully violated the provisions of Labor Code
25 sections 510, 1194, and 1199.

26 41. These actions were and are in clear violation of California's overtime laws as set forth
27 in Labor Code sections 510, 1194, 1199, and the Applicable Wage Orders. (Cal. Code of Regs., tit. 8,
28 §§ 11040, 11090.) As a result of Defendants' faulty policies and practices, the Class Members and the

1 Aggrieved Employees were not compensated for all hours worked or paid accurate overtime
2 compensation.

3 **C. UNTIMELY WAGES DURING EMPLOYMENT**

4 42. Labor Code section 204 expressly requires employers who pay employees on a weekly,
5 biweekly, or semimonthly basis to pay all wages “not more than seven calendar days following the
6 close of the payroll period.” Labor Code section 210, subdivision (a), makes employers who violate
7 Labor Code section 204 subject to a penalty of:

8 “(1) For any initial violation, one hundred dollars (\$100) for each failure to
9 pay each employee.

10 “(2) For each subsequent violation, or any willful or intentional violation, two
11 hundred dollars (\$200) for each failure to pay each employee, plus 25
12 percent of the amount unlawfully withheld.” (Lab. Code, § 210, subd.
13 (a).)

14 43. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and
15 entirely independent and apart from, any other penalty provided in this article” (Lab. Code, § 210,
16 subd. (a).)

17 44. Due to Defendants’ failure to pay the Class Members and the Aggrieved Employees the
18 wages described above Defendants failed to timely pay the Class Members and the Aggrieved
19 Employees within seven calendar days following the close of payroll in accordance with Labor Code
20 section 204 on a regular and consistent basis. (See *Parson v. Golden State FC, LLC* (N.D. Cal., May
21 2, 2016, No. 16-CV-00405-JST) 2016 WL 1734010, at p. *3–5, 2016 U.S. Dist. LEXIS 58299 [finding
22 that a failure to pay rest period premiums can support claims under Labor Code sections 203 and 204].)

23 **D. UNTIMELY WAGES AT SEPARATION**

24 45. Labor Code section 203 provides “if an employer willfully fails to pay . . . any wages
25 of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty”
26 for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.) As a result
27 of Defendants’ failure to pay the Class Members and the Aggrieved Employees for the wages described
28 above Defendants violated and continue to violate Labor Code section 203.

1 46. Due to Defendants' faulty pay policies, those Class Members and Aggrieved Employees
2 whose employment with Defendants concluded were not compensated for each and every hour worked
3 at the appropriate rate. Defendants have failed to pay formerly-employed Class Members and
4 Aggrieved Employees whose sums were certain at the time of termination within at least seventy-two
5 hours of their resignation and have failed to pay those sums for thirty days thereafter.

6 **E. WAGE STATEMENT VIOLATIONS**

7 47. Defendants also failed to provide accurate itemized wage statements in accordance with
8 Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226, subdivision
9 (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage
10 statement in writing showing:

- 11 (1) The gross wages earned;
- 12 (2) The total hours worked by the employee;
- 13 (3) The number of piece-rate units earned and any applicable piece rate if
14 the employee is paid on a piece rate basis;
- 15 (4) All deductions, provided that all deductions made on written orders of
16 the employee may be aggregated and shown as one item;
- 17 (5) The net wages earned;
- 18 (6) The inclusive dates of the period for which the employee is paid;
- 19 (7) The name of the employee and only the last four digits of his or her social
20 security number or an employee identification number other than a social
21 security number;
- 22 (8) The name and address of the legal entity that is the employer; and
- 23 (9) All applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the
25 employee.

26 48. Due to Defendants' failure to pay the Class Members and the Aggrieved Employees
27 properly as described above, the wage statements issued do not indicate the correct amount of gross
28 wages earned, total hours worked, or the net wages earned, or the applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly rate. Thus,
2 Defendants have violated Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

3 49. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly and
4 intentionally failed to provide the Class Members and the Aggrieved Employees with accurate itemized
5 wage statements in violation of Labor Code section 226, subdivision (e). Defendants knew that they
6 were not providing the Class Members and the Aggrieved Employees with wage statements required
7 by California law but nevertheless failed to correct their unlawful practices and policies. (See *Garnett*
8 *v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134 [finding the defendant knowingly and
9 intentionally violated Labor Code section 226 because the “[d]efendant knew that it was not providing
10 total hours worked to plaintiff or other employees paid on commission” even though it believed that
11 employees paid solely on commission or commission and salary “are exempt and therefore we do not
12 record hours on a wage statement.”].)

13 **F. RECORDKEEPING VIOLATIONS**

14 50. Labor Code section 226, subdivision (a), requires employers to keep an accurate record
15 of, among other things, all hours worked by employees. Labor Code section 226.3 provides, in pertinent
16 part, as follows:

17 “Any employer who violates subdivision (a) of Section 226 shall be subject to a
18 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
19 violation in an initial citation and one thousand dollars (\$1,000) per employee
20 for each violation in a subsequent citation, for which the employer fails to
21 provide the employee a wage deduction statement or fails to keep the records
22 required in subdivision (a) of Section 226. The civil penalties provided for in
23 this section are in addition to any other penalty provided by law.” (Lab. Code, §
24 226.3, emphasis added.)

25 51. Likewise, Labor Code section 1174, subdivision (d), requires every employer, including
26 Defendants, to:

27 “Keep, at a central location in the state or at the plants or establishments at which
28 employees are employed, payroll records showing the hours worked daily by

1 and the wages paid to, and the number of piece-rate units earned by and any
2 applicable piece rate paid to, employees employed at the respective plants or
3 establishments. These records shall be kept in accordance with rules established
4 for this purpose by the commission, but in any case shall be kept on file for not
5 less than three years. An employer shall not prohibit an employee from
6 maintaining a personal record of hours worked, or, if paid on a piece-rate basis,
7 piece-rate units earned.” (Lab. Code, § 1174, subd. (d), emphasis added.)

8 52. As explained in detail above, Defendants failed to provide the Class Members and the
9 Aggrieved Employees with accurate itemized wage statements. Defendants did so, in part, because they
10 failed to accurately track hours worked by the Class Members and the Aggrieved Employees.
11 Defendants have thus failed to keep accurate records of the “total hours worked by the employee[s]”
12 in violation of Labor Code section 226, subdivision (a), and are therefore subject to the penalties
13 provided by Labor Code section 226.3. These penalties are “in addition to any other penalty provided
14 by law.” (Lab. Code, § 226.3.)

15 53. The failure to accurately track hours worked also resulted in a failure of Defendants to
16 keep a record of all “payroll records showing the hours worked daily by” Defendants’ employees,
17 including Plaintiff and the other Class Members, in violation of Labor Code section 1174, subdivision
18 (d).

19 **V. CLASS ACTION ALLEGATIONS**

20 54. As mentioned above, Plaintiff brings this action on behalf of himself and the Class
21 Members pursuant to section 382 of the Code of Civil Procedure.

22 55. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all
23 members would be unfeasible and not practicable. The membership of the class is unknown to Plaintiff
24 at this time; however, it is estimated that the number of Class Members is greater than 100 individuals.
25 The identity of such membership is readily ascertainable via inspection of Defendants’ employment
26 records.

27 56. **Common Questions of Law and Fact Predominate/Well Defined Community of**
28 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated

1 non-exempt employees, which predominate over questions affecting only individual members
2 including, without limitation to:

3 A. Whether Defendants' pay policies/practices resulted in a failure to pay the Class
4 Members for all hours worked, including all minimum wages;

5 B. Whether Defendants' pay policies/practices resulted in a failure to pay the Class
6 Members for all required overtime wages at the Class Members' regular rate of pay;

7 C. Whether Defendants maintained accurate employment records;

8 D. Whether Defendants timely paid all wages during employment;

9 E. Whether Defendants timely paid all wages earned and unpaid at separation;

10 F. Whether Defendants furnished legally-compliant wage statements to the Class
11 Members pursuant to Labor Code section 226; and

12 G. Whether Defendants' violations of the Labor Code and the Applicable Wage
13 Orders amounted to a violation of California's UCL.

14 **57. Predominance of Common Questions:** Common questions of law and fact
15 predominate over questions that affect only individual Class Members. The common questions of law
16 set forth above are numerous and substantial and stem from Defendants' uniform policies and practices
17 applicable to each individual class member, such as Defendants' uniform policy and practice of failing
18 to pay for all hours worked, Defendants' failure to provide accurate itemized wage statements, and
19 others. As such, the common questions predominate over individual questions concerning each
20 individual class member's showing as to his or her eligibility for recovery or as to the amount of his or
21 her damages.

22 **58. Typicality:** The claims of Plaintiff are typical of the claims of the Class Members
23 because Plaintiff was employed by Defendants as a non-exempt employee in California during the
24 statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged herein,
25 Plaintiff, like the other Class Members, was deprived of minimum, regular, and overtime wages
26 because of Defendants' unlawful timekeeping policies and practices, was not provided accurate
27 itemized wage statements, was not paid all wages in full and on time, , and was subject to other similar
28 policies and practices to which the Class Members were subject.

1 59. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
2 represent fairly and adequately the interests of the Class Members. Moreover, Plaintiff's attorneys are
3 ready, willing, and able to fully and adequately represent the Class Members and Plaintiff. Plaintiff's
4 attorneys have prosecuted numerous wage-and-hour class actions in state and federal court in the past
5 and are committed to vigorously prosecuting this action on behalf of the Class Members.

6 60. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
7 important public interest in establishing minimum working conditions and standards in California.
8 These laws and labor standards protect the average working employee from exploitation by employers
9 who have the responsibility to follow the laws and who may seek to take advantage of superior
10 economic and bargaining power in setting onerous terms and conditions of employment. The nature of
11 this action and the format of laws available to Plaintiff and the Class Members make the class action
12 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each
13 employee were required to file an individual lawsuit, Defendants would necessarily gain an
14 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
15 each individual plaintiff with their vastly superior financial and legal resources.

16 61. Moreover, requiring each Class Member to pursue an individual remedy would also
17 discourage the assertion of lawful claims by employees who would be disinclined to file an action
18 against their former or current employer for real and justifiable fear of retaliation and permanent
19 damages to their careers at subsequent employment. Further, the prosecution of separate actions by the
20 individual Class Members, even if possible, would create a substantial risk of inconsistent or varying
21 verdicts or adjudications with respect to the individual Class Members against Defendants herein, and
22 which would establish potentially incompatible standards of conduct for Defendants or legal
23 determinations with respect to individual Class Members which would, as a practical matter, be
24 dispositive of the interest of the other Class Members not parties to adjudications or which would
25 substantially impair or impede the ability of the Class Members to protect their interests.

26 62. Further, the claims of the individual Class Members are not sufficiently large to warrant
27 vigorous individual prosecution considering the concomitant costs and expenses attending thereto. As
28

1 such, the Class Members identified above are maintainable as a class under section 382 of the Code of
2 Civil Procedure.

3 **VI. EXHAUSTION OF REMEDIES**

4 63. Plaintiff has fully and completely exhausted administrative remedies under PAGA prior
5 to proceeding with the PAGA claims stated in this complaint. Plaintiff filed a PAGA notice online with
6 the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants
7 setting forth the facts and theories of the violations alleged against Defendants, as prescribed by PAGA.
8 (Lab. Code, §§ 2698–2699.6.)

9 64. As required by PAGA, Plaintiff submitted the \$75.00 filing fee with the LWDA by
10 regular mail. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), no notice was received by
11 Plaintiff from the LWDA evidencing its intention to investigate within sixty-five calendar days of the
12 postmark date of the PAGA notice. Plaintiff is therefore entitled to commence and proceed with a civil
13 action pursuant to Labor Code section 2699.

14 **VII. CAUSES OF ACTION**

15 **First Cause of Action**

16 *Failure to Pay All Minimum Wages*

17 *(Against All Defendants)*

18 65. Plaintiff realleges and incorporates by reference all previous paragraphs.

19 66. Section 4 of the Applicable Wage Orders and Labor Code section 1197 establish the
20 right of employees to be paid minimum wages for all hours worked, in amounts set by state law. (Lab.
21 Code, § 1197; Cal. Code of Regs., tit. 8, §§ 11040, 11090.) Labor Code sections 1194, subdivision (a),
22 and 1194.2, subdivision (a), provide that an employee who has not been paid the legal minimum wage
23 as required by Labor Code section 1197 may recover the unpaid balance, together with attorneys’ fees
24 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
25 accrued thereon.

26 67. Here, Defendants failed to fully conform their pay practices to the requirements of the
27 law during the relevant statutory periods. Plaintiff and the other Class Members were not compensated
28 for all hours worked including, but not limited to, all hours they were subject to the control of

1 Defendants and/or suffered or permitted to work under the Labor Code and the Applicable Wage
2 Orders.

3 68. Labor Code section 1198 makes unlawful the employment of an employee under
4 conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and 1194.2,
5 subdivision (a), provide that an employer who has failed to pay its employees the legal minimum wage
6 is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages
7 in an amount equal to the wages due and interest thereon.

8 69. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
9 Plaintiff and the other Class Members have sustained economic damages, including but not limited to
10 unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover
11 economic and statutory damages and penalties and other appropriate relief because of Defendants'
12 violations of the Labor Code and Applicable Wage Orders.

13 70. Defendants' practices and policies regarding illegal employee compensation are
14 unlawful and create an entitlement to recovery by Plaintiff and the other Class Members in a civil
15 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,
16 statutory penalties, attorneys' fees, and costs of suit according to Labor Code sections 204, 218.5, 1194,
17 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

18 **Second Cause of Action**

19 *Failure to Pay All Overtime Wages*

20 *(Against All Defendants)*

21 71. Plaintiff realleges and incorporates by reference all previous paragraphs.

22 72. This cause of action is brought pursuant to Labor Code sections 204, 510, 1194, and
23 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours
24 worked and provide a private right of action for the failure to pay all overtime compensation for
25 overtime work performed. At all times relevant herein, Defendants were required to properly pay
26 Plaintiff and the other Class Members for all overtime wages earned pursuant to Labor Code section
27 1194 and the Applicable Wage Orders. Defendants caused Plaintiff and the other Class Members to
28 work overtime hours but did not compensate them at one and one-half times their regular rate of pay

1 for such hours in accordance with California law. Likewise, Defendants caused Plaintiff and the other
2 Class Members to work double-time hours but did not compensate them at twice their regular rate of
3 pay for such hours in accordance with California law.

4 73. Defendants failed to fully conform their pay practices to the requirements of California
5 law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful pay
6 policies and practices of failing to accurately record all the time that non-exempt employees were under
7 the supervision and control of Defendants. The foregoing policies and practices are unlawful and allow
8 Plaintiff and the other Class Members to recover in a civil action the unpaid amount of overtime
9 premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit
10 according to Labor Code section 204, 510, 1194, and 1198, the Applicable Wage Orders, and Code of
11 Civil Procedure section 1021.5.

12 **Third Cause of Action**

13 *Failure to Maintain Accurate Employment Records*

14 *(Against All Defendants)*

15 74. Plaintiff realleges and incorporates by reference all previous paragraphs.

16 75. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep
17 at a central location in the state or at the plants or establishments at which employees are employed,
18 payroll records showing the hours worked daily by and wages paid to employees employed at the
19 respective plants or establishments. These records must be kept in accordance with rules established
20 for this purpose by the commission, but in any case shall be kept on file for not less than two years.

21 76. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to
22 maintain accurate and complete records.

23 77. Defendant has intentionally and willfully failed to keep accurate and complete records
24 showing the hours worked daily and wages paid to Plaintiff and the other Class Members. Thus,
25 Plaintiff and the other Class Members have been denied their legal right and protected interest in having
26 available at a central location at the plant or establishment where they are employed, accurate and
27 complete payroll records showing the hours worked daily by, and the wages paid to, employees at those
28 respective locations pursuant to Labor Code 1174.

Fourth Cause of Action

Failure to Pay Wages Timely during Employment

(Against All Defendants)

78. Plaintiff realleges and incorporates by reference all previous paragraphs.

79. Labor Code section 200 provides that “wages” include all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, pieces, commission basis, or other method of calculation. Labor Code section 204 states that all wages earned by any person in any employment are payable twice during the calendar month and must be paid not more than seven days following the close of the period when the wages were earned. Labor Code section 210, subdivision (a), makes employers who violate Labor Code section 204 subject to a penalty of \$100 for any initial failure to timely pay each employee’s full wages and \$200 for each subsequent violation, plus 25% of the amount unlawfully withheld.

80. Labor Code section 216 establishes that it is a misdemeanor for any person, with regards to wages due, to “falsely deny the amount or validity thereof, or that the same is due, with intent to secure himself, his employer or other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

81. Defendants as a matter of established company policy and procedure in the State of California, scheduled, required, suffered, and/or permitted Plaintiff and the other Class Members, to work without full compensation, and thereby failed to fully pay Plaintiff and the other Class Members within seven days of the close of payroll, as required by law.

82. Defendants, as a matter of established company policy and procedure in the State of California, falsely deny they owe Plaintiff and the other Class Members these wages, with the intent of securing for itself a discount upon its indebtedness and/or to annoy, harass, oppress, hinder, delay, and/or defraud Plaintiff and the other Class Members.

83. Defendants’ pattern, practice, and uniform administration of its corporate policy of illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiff and the other Class Members to recover, pursuant to Labor Code section 218, the unpaid balance of the

1 compensation owed to them in a civil action and any applicable penalties, attorney fees, and interest
2 owed to them pursuant to Labor Code sections 210 and 218.5.

3 **Fifth Cause of Action**

4 *Failure to Pay All Wages Earned and Unpaid at Separation*

5 *(Against All Defendants)*

6 84. Plaintiff realleges and incorporates by reference all previous paragraphs.

7 85. The actionable period for this cause of action is three years prior to the filing of this
8 complaint through the present, and ongoing until the violations are corrected or the class is certified.
9 (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole Productions,*
10 *Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code sections 201 and
11 202 of the California Labor Code require Defendants to pay all compensation due and owing to its
12 former employees (including the formerly-employed Class Members) during the actionable period for
13 this cause of action at or around the time that their employment is or was terminated, or ended.

14 86. Section 203 of the Labor Code provides that if an employer willfully fails to pay
15 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the
16 employer is liable for penalties in the form of continued compensation up to thirty workdays.

17 87. Due to Defendants' faulty pay policies, those Class Members whose employment with
18 Defendants has concluded were not compensated for each and every hour worked at the appropriate
19 rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums
20 were certain at the time of termination within seventy-two hours of their resignation and have failed to
21 pay those sums for thirty days thereafter as required by Labor Code sections 201 through 203.

22 88. As a result, Defendants are liable to the formerly-employed Class Members for waiting
23 time penalties amounting to thirty days wages for the formerly-employed Class Members pursuant to
24 Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of wages due upon
25 termination entitles an employee to recover waiting time penalties].)
26
27
28

Sixth Cause of Action

Failure to Furnish Accurate Itemized Wage Statements

(Against All Defendants)

89. Plaintiff realleges and incorporates by reference all previous paragraphs.

90. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) The gross wages earned;
- (2) The total hours worked by the employee;
- (3) The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

91. As set forth above, Defendants issued and continues to issue wage statements to its non-exempt employees including Plaintiff and the other Class Members that are inadequate under Labor Code section 226, subdivision (a). By failing to pay Plaintiff and the other Class Members properly as described above, Defendants failed to include required information on their wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section 226, subdivision (a).

92. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

93. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiff and the other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class Member from Defendants pursuant to Labor Code section 226, subdivision (e), along with costs and reasonable attorneys' fees.

Seventh Cause of Action

Violations of California's Unfair Competition Law

(Against All Defendants)

94. Plaintiff realleges and incorporates by reference all previous paragraphs.

95. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code section 17200 through 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and unlawful business practices deprived and continue to deprive Plaintiff and the other Class Members of compensation to which they are legally entitled. These practices constitute unfair and unlawful competition and provide an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

96. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct alleged herein, Plaintiff for himself and on behalf of the Class Members, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code sections 17203 and 17208.

97. The acts complained of herein occurred within the four years prior to the initiation of this action and are continuing into the present and ongoing.

98. Plaintiff was compelled to retain the services of counsel to file this Court action to protect his interests and those of the Class Members, to obtain restitution and injunctive relief on behalf

1 of Defendants' current non-exempt employees and to enforce important rights affecting the public
2 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff
3 is entitled to recover under Code of Civil Procedure section 1021.5.

4 **Eighth Cause of Action**

5 *Penalties Pursuant to PAGA for Violations of California Labor Code Sections 201,*
6 *202, 203, 204, 210, 226, 226.3, 510, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198,*
7 *1198.5, 1199, and Other Provisions of the Labor Code*
8 *(Against All Defendants)*

9 99. Plaintiff realleges and incorporates by reference all previous paragraphs.

10 100. Based on the above allegations incorporated by reference, Defendants violated Labor
11 Code sections 201, 202, 203, 204, 210, 226, 226.3, 510, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
12 1198.5, 1199, and others that may be applicable; and the Applicable Wage Orders (Cal. Code of Regs.,
13 tit. 8, §§ 11040, 11090), and others that may be applicable.

14 101. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code sections
15 2698 through 2699.6 because of Defendants' violation of Labor Code sections 201, 202, 203, 204, 210,
16 226, 226.3, 510, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and others that may be
17 applicable; and the Applicable Wage Orders (Cal. Code of Regs., tit. 8, §§ 11040, 11090), and others
18 that may be applicable.

19 102. Under Labor Code section 2699, subdivision (f)(2), and 2699.5, for each such violation,
20 Plaintiff and the Aggrieved Employees are entitled to penalties in an amount to be shown at the time
21 of trial subject to the following formula:

22 A. \$100 for the initial violation per employee per pay period; and

23 B. \$200 for each subsequent violation per employee per pay period.

24 103. These penalties must be allocated seventy-five percent to the Labor and Workforce
25 Development Agency ("LWDA") and twenty-five percent to the affected employees. These penalties
26 may be stacked separately for each of Defendants violations of the California Labor Code. (*Lopez v.*
27 *Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 780–781 [citing with approval *Stoddart v.*
28 *Express Services, Inc.* (E.D. Cal., Sept. 16, 2015, No. 2:12-CV-01054-KJM) 2015 WL 5522142, at *9,

1 for the proposition that plaintiff could pursue separate claims for penalties under Labor Code section
2 226, subdivision (e), and penalties for Labor Code section 226, subdivision (a), violations]; see also
3 *Hernandez v. Towne Park, Ltd.* (C.D. Cal., June 22, 2012, No. CV 12-02972 MMM JCGX) 2012 WL
4 2373372, at *17 fn. 70 [noting that federal courts applying California law have found that “PAGA
5 penalties can be stacked, i.e., multiple PAGA penalties can be assessed for the same pay period for
6 different Labor Code violations.”], internal quotation marks omitted).

7 104. In addition, to the extent permitted by law, Defendants failed to provide Plaintiff and all
8 Aggrieved Employees with accurate itemized wage statements in compliance with Labor Code section
9 226, subdivision (a). Plaintiff seeks separate PAGA penalties for Defendants’ violations of Labor Code
10 section 226, subdivisions (a) and (e). (*Lopez v. Friant & Associates, LLC, supra*, 15 Cal.App.5th at pp.
11 780, 788.)

12 105. For violations of Labor Code section 226, subdivision (a), Plaintiff seeks the default
13 penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that “[a]ny
14 employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount
15 of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand
16 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails
17 to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of
18 Section 226.” Accordingly, through PAGA and to the extent permitted by law Plaintiff and the
19 Aggrieved Employees are entitled to recover penalties for violations of Labor Code section 226.3 and
20 seeks default PAGA penalties for each of Defendants’ numerous violations of Labor Code section 226,
21 subdivision (e).

22 106. Labor Code section 210 provides that “in addition to, an entirely independent and apart
23 from, any other penalty provided in this article, every person who fails to pay the wages of each
24 employee as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any
25 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
26 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure
27 to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty
28

1 compensation policies and practices, Plaintiff and the Aggrieved Employees are also entitled to recover
2 penalties under Labor Code section 210 through PAGA.

3 107. Labor Code section 1197.1 authorizes a civil penalty, restitution of wages, and
4 liquidated damages, in the amount of: (1) one hundred dollars (\$100) for any initial violation that is
5 intentionally committed for each underpaid employee for each pay period for which the employee is
6 underpaid, and (2) two hundred fifty dollars (\$250) for each subsequent violation for the same specific
7 offense for each underpaid employee for each pay period for which the employee is underpaid
8 regardless of whether the initial violation is intentionally committed. Accordingly, through PAGA and
9 to the extent permitted by law, Plaintiff and the Aggrieved Employees are entitled to recover pursuant
10 to Labor Code section 1197.1.

11 108. Plaintiff was compelled to retain the services of counsel to file this action to protect his
12 interests and those of the Aggrieved Employees, and to assess and collect the wages and penalties owed
13 by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which Plaintiff is also entitled
14 to recover under Labor Code section 2699, subdivision (g)(1).

15 **VIII. DEMAND FOR JURY TRIAL**

16 109. Plaintiff hereby demands trial by jury of Plaintiff's and the Class Members' claims
17 against Defendants.

18 **IX. PRAYER FOR RELIEF**

19 Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought
20 against Defendants, as follows:

- 21 1. For an order certifying the proposed class;
- 22 2. For an order appointing Plaintiff as representative of the class;
- 23 3. For an order appointing Plaintiff's counsel as counsel for the class;
- 24 4. For the failure to pay all minimum wages, compensatory, consequential, general, and
25 special damages according to proof pursuant to Labor Code sections 1194, 1194.2,
26 1197, and others as may be applicable;
- 27
- 28

- 1 **5.** For the failure to pay all overtime wages, compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code sections 204, 510, 1194,
3 1198, and others as may be applicable;
- 4 **6.** For the failure to maintain accurate employment records, penalties pursuant to Labor
5 Code sections 226.3, 1174.5, and others that may be applicable;
- 6 **7.** For the failure to pay wages timely during employment, the unpaid balance of the
7 compensation owed to Plaintiff and the other Class Members and any applicable
8 penalties owed to them pursuant to Labor Code section 210;
- 9 **8.** For the failure to pay all wages earned and unpaid at separation, statutory waiting time
10 penalties pursuant to Labor Code sections 201 through 203, for the Class Members who
11 quit or were fired in an amount equal to their daily wage multiplied by thirty days, as
12 may be proven;
- 13 **9.** For the violations of California's Unfair Competition Law, restitution to Plaintiff and
14 the other Class Members of all money and/or property unlawfully acquired by
15 Defendants by means of any acts or practices declared by this Court to be in violation
16 of Business and Professions Code sections 17200 through 17210;
- 17 **10.** For the claim of penalties pursuant to PAGA and other provisions of the California
18 Labor Code, a civil penalty in the amount of \$100 for the initial violation and \$200 for
19 each subsequent violation as specified in Labor Code section 2699, subdivision (f)(2),
20 in the representative action brought on behalf of Plaintiff and the Aggrieved Employees
21 pursuant the Labor Code Private Attorneys General Act of 2004, and for civil penalties
22 available under Labor Code section 210;
- 23 **11.** Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6
24 and Civil Code sections 3287 and 3289;
- 25 **12.** On all causes of action for which attorneys' fees may be available, for attorneys' fees
26 and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure
27 section 1021.5, and others as may be applicable;
- 28

1 **13.** For an order enjoining Defendants, and each of them, and their agents, servants, and
2 employees, and all persons acting under, in concert with, or for them, from acting in
3 derogation of any rights or duties adumbrated in this complaint; and

4 **14.** For such other and further relief, this Court may deem just and proper.

5 Dated: July 1, 2024

MELMED LAW GROUP P.C.

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7 

8 **KYLE D. SMITH**

9 Attorneys for Plaintiff, the Putative Class, and the
10 Aggrieved Employees