

Case Management Conference  
2024-10-16 8:30AM in 11B

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ANTHONY JACKSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN**

ANTHONY JACKSON, an individual,  
  
Plaintiff,

vs.

JM STREAMLINE, INC. DBA  
STREAMLINE CONSTRUCTION, a  
California corporation; and DOES 1  
through 100, inclusive,

Defendants.

**CASE NO.: STK-CV-UOE-2024-0004796**

**COMPLAINT FOR:**

- 1. FAILURE TO PAY PREVAILING WAGES (Cal. Labor Code §§204, 510, 1194, 1194.2, 1197.1, 1720, 1770, 1771, 1773, 1773.1, 1774, 1776 and 1778 and Wage Order 16);**
- 2. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code §226.7; IWC Wage Order No. 16);**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16);**
- 4. WAITING TIME PENALTIES (Cal. Labor Code §226; IWC Wage Order No. 16);**
- 5. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§201-203);**
- 6. FAILURE TO MAINTAIN ACCURATE RECORDS (Cal. Labor Code §1174(d));**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**
- 9. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.**

**DEMAND FOR A JURY TRIAL**

1 Anthony Jackson ("Plaintiff") alleges the following:

2 **PARTIES**

3 1. Plaintiff was, at all times relevant to the matters alleged herein, over age 18 and  
4 a resident of Sacramento, California.

5 2. Plaintiff is informed and believes, and based on that information and belief,  
6 alleges, Defendant JM Streamline, Inc. dba Streamline Construction ("STREAMLINE" or  
7 "Defendant") is, and at all times mentioned herein was, a California corporation, with a  
8 principal place of business at 154 Scandling Avenue, Grass Valley, CA 95945. STREAMLINE  
9 has been authorized to do business and has been doing business in the County of San Joaquin.

10 3. Plaintiff is ignorant of the true names and capacities of the defendants sued  
11 herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these defendants by such  
12 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names  
13 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon  
14 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an  
15 individual person who owned, controlled, or managed the business for which Plaintiff worked  
16 and/or who directly or indirectly exercised operational control over the wages, hours, and  
17 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director and/or  
18 executive positions with the remaining Defendants, and acted on behalf of the remaining  
19 Defendants, which included decision-making responsibility for, and establishment of, illegal  
20 payroll practices and policies for Defendants which have damaged Plaintiff and others similarly  
21 situated. Therefore, DOES 1 through 100, in addition to the remaining Defendants, are  
22 "employers" as a matter of law and personally liable on the causes of action alleged herein  
23 pursuant to Labor Code §558, as well as other California wage and hour laws and regulations  
24 as alleged herein.

25 4. Plaintiff is informed and believes and thereon alleges that at least some of the  
26 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons,  
27 corporations or other business entities organized and existing under and by virtue of the laws  
28 of the State of California, and are/were qualified to transact and conduct business in the State

1 of California, and did transact and conduct business in the State of California, and are thus  
2 subject to the jurisdiction of the State of California. Specifically, said DOES 1 through 100  
3 maintain offices, operate businesses, employ persons, and conduct business in, and illegally  
4 pay employees by illegal payroll practices and policies in the County of San Joaquin.

5 5. Plaintiff is informed and believes and thereon alleges, that at all times relevant  
6 herein, the named defendants and at least some of DOES 1 through 100 were the agents,  
7 employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and  
8 in doing the things herein alleged, were acting within the course and scope of such agency or  
9 employment, and with the approval and ratification of each of the other defendants.

10 6. Plaintiff is informed and believes and thereon alleges that Defendants, and each  
11 of them, directly employed or exercised control over his wages, hours, or working conditions.

12 7. Plaintiff is further informed and believes, and thereon alleges, that each of the  
13 fictitiously named Defendants aided and assisted the named Defendants in committing the  
14 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each  
15 defendant.

16 8. At all times relevant herein, each of the named defendants was the agent of the  
17 other named defendants and in doing the things alleged herein, was acting within the course  
18 and scope of said agency.

19 9. In addition to Plaintiff's individual claims, Plaintiff intends to amend this  
20 Complaint to include a claim seeking penalties under PAGA, Cal. Labor Code §§ 2699 et seq.,  
21 on a representative basis, on behalf of all current and former aggrieved employees.

## 22 JURISDICTION AND VENUE

23 10. This Court has jurisdiction over this Complaint under Code of Civil Procedure  
24 §410.10 and *Business & Professions Code* §§ 17200 et seq.

25 11. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and  
26 395.5, because the claims made, and the *Labor Code* violations as against the persons identified  
27 herein, occurred in the County of San Joaquin and because Defendant STREAMLINE owned  
28 and operated their business in the County of San Joaquin.

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### Employment Information

12. Starting on or about March 10, 2023 and continuing through January 12, 2024, STREAMLINE employed Plaintiff as a Superintendent. On May 30, 2023 Plaintiff began working at Defendant's construction project located at 500 W. Hospital Road, French Camp, California 95231. Plaintiff performed work relating to the construction of a county hospital (the "County Hospital Project"). The construction of the county hospital was designated as a public works project subject to California Prevailing Wage Law, Labor Code section 1720, *et seq.*

13. Defendant employed Plaintiff as a non-exempt construction worker to serve as Superintendent at the County Hospital Project. Plaintiff was paid on an hourly basis.

14. Defendant employed, or has employed, other non-exempt hourly construction workers at the County Hospital Project ("Aggrieved Employees"). The Aggrieved Employees were paid on an hourly basis.

### Wage and Hour Violations

15. The employment by Defendant of Plaintiff is governed by Industrial Welfare Commission Wage Order 16, which covers those persons employed in the Construction, Drilling, Logging and Mining Industries.

16. In executing its public works contracts, Defendant employed workers, including Plaintiff, to perform construction services on public works projects that are paid in whole or in part from public funds, or are otherwise subject to California Prevailing Wage Law, Labor Code section 1720, *et seq.*

17. California's Public Works Law (Labor Code §§ 1720, *et seq.*) requires payment of a statutory wage rate, the Total Hourly Rate of the prevailing wage, be paid to employees working on California public works, including publicly financed construction projects. *See e.g., Reliable Tree Experts v. Baker*, (2011), 200 Cal. App. 4th 785; *Kaanaana v. Barrett Business Services, Inc.* (2021) 11 Cal.5th 158. The status of a project as a public works project triggers compliance with the Prevailing Wage Law. Prevailing wage rates must be paid "to all workers employed on public works." Labor Code §1771.

1           18.     Upon entering into these contracts, Defendant was required by Labor Code  
2 sections 1770, 1771 and 1774 to pay these workers not less than the prevailing wage as  
3 determined by the California Department of Industrial Relations (“DIR”) for the type of work  
4 performed. Defendant is further required to maintain and make available accurate records  
5 documenting correct payment.

6           19.     Plaintiff was a “worker” as defined in Labor Code section 1723.

7           20.     The legal minimum wage rate for workers employed on California public works  
8 is the “general prevailing rate of per diem wages” (Cal. Lab. Code §§1771, 1774) or more  
9 commonly referred to as the “prevailing wage” rate.

10          21.     Beginning on September 15, 2023 and continuing until January 12, 2024,  
11 Defendant had a policy and practice of failing to compensate Plaintiff and other Aggrieved  
12 Employees at the applicable prevailing wage rate for the work performed for the County  
13 Hospital Project. Defendant paid Plaintiff and Aggrieved Employees at a rate lower than the  
14 statutory prevailing wage rate for their work performed. Thus, Plaintiff was not properly paid  
15 for his overtime, meal and rest period premiums and sick pay. As a result, Plaintiff was  
16 underpaid and is owed unpaid wages.

17          22.     Further, although Plaintiff is supposed to earn a prevailing wage and bonus,  
18 Defendant failed to properly blend these into his regular rate for purposes of paying overtime,  
19 meal and rest period premiums and sick pay. As a result, the wage rate that Plaintiff was paid  
20 was less than required.

21          23.     As a result of STREAMLINE’s failure to pay Plaintiff at required prevailing  
22 wage rates, the wage statements issued to him did not comply with *Labor Code* §226 and  
23 California Industrial Welfare Commission (“IWC”) Wage Order No. 16 in that they did not  
24 accurately reflect all wages earned and due and owing.

25          24.     As a further result of STREAMLINE’s failure to pay Plaintiff at required  
26 prevailing wage rates when Plaintiff left their employ, he was not timely paid all wages due  
27 him, as required by *Labor Code* §§ 201, 202 and Wage Order No. 16.

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1           25. Further, Plaintiff was not required to clock in for his shift and his meal/rest  
2 periods. As a result, Defendant failed to maintain accurate records.

3           26. STREAMLINE required Plaintiff to use his personal cell phone for work-related  
4 purposes. Plaintiff was not reimbursed for his expenses.

5           27. STREAMLINE failed to provide Plaintiff with his requested personnel records.

6                                   **FIRST CAUSE OF ACTION**

7                                   **FAILURE TO PAY PREVAILING WAGES**

8           **(Labor Code §§204, 510, 1194, 1194.2, 1197.1, 1720, 1770, 1771, 1773, 1773.1, 1774, 1776**  
9           **and 1778 and Wage Order 16 By Plaintiff Against Defendant and Does 1-100)**

10           28. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
11 this Complaint.

12           29. Defendant has provided services on public works projects as defined by  
13 California Labor Code section 1720 *et seq.*, including but not limited to, the County Hospital  
14 Project.

15           30. Pursuant to Labor Code §1194, Defendant had a duty to pay Plaintiff not less  
16 than the minimum required Total Hourly Rate of pay and legal overtime wage for his work on  
17 the County Hospital Project.

18           31. Plaintiff worked as a Superintendent on the County Hospital Project. However,  
19 Defendant failed to compensate him at the prevailing wage rate for all superintendent work  
20 performed. Instead, Defendant paid Plaintiff at a rate lower than the prevailing wage rate for a  
21 Superintendent.

22           32. In performing public works projects subject to the prevailing wage laws,  
23 Defendant has paid Plaintiff less than the applicable prevailing wage required by Labor Code  
24 sections 1771 and 1774, and applicable prevailing wage determinations issued by the DIR.

25           33. In committing these actions, Defendant willfully and intentionally violated its  
26 statutory duty to pay Plaintiff prevailing wages for work performed on public works projects,  
27 as required by Labor Code sections 1771 and 1774. Defendant's failure to pay the applicable  
28 prevailing wage constitutes felony wage theft under Labor Code section 1778.

34. Labor Code section 204 requires employers to pay all wages that are due and payable on an employee's regular payday. By failing to pay Plaintiff prevailing wages for all hours worked on each regular payday, Defendant failed to comply with Labor Code section 204.

35. As a result of Defendant's alleged violation of its statutory duties, Plaintiff has been damaged in an amount within the jurisdictional limits of the Court, according to proof. Plaintiff seeks the difference between the required prevailing wage rate for each hour worked and the amount actually paid.

36. Plaintiff requests monetary damages and/or restitution sufficient to restore all prevailing wages due and owing pursuant to Labor Code section 1194, penalties and pre-judgment interest.

37. As to any underpayment of prevailing wages, Plaintiff is owed liquidated damages pursuant to Labor Code section 1194.2.

38. Plaintiff is further entitled to attorneys' fees and costs pursuant to Labor Code sections 1194 and Cal. Civ. Code §1717.

## SECOND CAUSE OF ACTION

**(Failure to Provide Rest Breaks in Violation of Labor Code §226.7)**

**– By Plaintiff Against Defendant Does 1 through 100)**

39. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

40. Labor Code § 226.7 and the applicable Wage Order provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

41. Labor Code § 226.7 and the applicable Wage Order provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

42. Defendant has intentionally and improperly denied rest periods to Plaintiff and Aggrieved Employees in violation of Labor Code § 226.7 and the applicable Wage Order.

43. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

44. At all times relevant hereto, Defendant failed to provide rest periods as required by Labor Code § 226.7 and the applicable Wage Order.

45. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

### THIRD CAUSE OF ACTION

## FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

**(Cal. Lab. Code §§ 226.7, 512 – By Plaintiff against Defendant and Does 1 through 100)**

46. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

47. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

48. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

49. The applicable Wage Order provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

1           50.     The applicable Wage Order further provides, in relevant part: "Unless the  
2 employee is relieved of all duty during a 30-minute meal period, the meal period shall be  
3 considered an 'on duty' meal period and counted as time worked."

4           51.     Section 512(a) of the California Labor Code provides, in relevant part, that:  
5                 An employer may not employ an employee for a work period of more than five  
6                 hours per day without providing the employee with a meal period of not less  
7                 than 30-minutes, except that if the total work period per day of the employee is  
8                 no more than six hours, the meal period may be waived by mutual consent of  
9                 both the employer and employee. An employer may not employ an employee for  
10                a work period of more than 10 hours per day without providing the employee  
11                with a second meal period of not less than 30-minutes, except that if the total  
12                hours worked is no more than 12 hours, the second meal period may be waived  
13                by mutual consent of the employer and the employee only if the first meal  
14                period was not waived.

15          52.     The Labor Code and Wage Order provisions cited above require California  
16 employers to provide employees with off-duty 30-minute meal periods on or before the fifth  
17 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees  
18 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and  
19 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before  
20 the fifth hour of their shifts.

21          53.     Defendant violated Labor Code § 512 and the applicable IWC Wage Order by  
22 failing to provide Plaintiff the requisite 30-minute meal periods, required by law.

23          54.     Defendant further violated the applicable IWC Wage Order and Labor Code  
24 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate  
25 of pay for each work day that the meal period was not provided, in an amount according to  
26 proof. This amount remains owed and unpaid.

27          55.     Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to  
28 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code

1 § 226.7(b).

2 56. As a direct and proximate result of Defendant's unlawful conduct as alleged  
3 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages  
4 and lost interest, in an amount to be established at trial, and is entitled to recover economic and  
5 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's  
6 violations of the California Labor Code and the applicable IWC Wage Orders.

7 **FOURTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(Labor Code §226 By Plaintiff Against Defendant and Does 1 through 100)**

10 57. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
11 this Complaint.

12 58. At all times relevant hereto, STREAMLINE failed to issue payrolls statements  
13 to Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did  
14 not properly and accurately itemize the number of hours Plaintiff worked at the effective  
15 overtime, prevailing wage rates of pay, and did not include premium pay for rest/meal breaks  
16 not afforded and for sick pay not paid.

17 59. STREAMLINE knowingly and intentionally failed to comply with *Labor Code*  
18 §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs  
19 expended calculating the actual hours worked and the amount of employment taxes which were  
20 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,  
21 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the  
22 violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to  
23 *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

24 60. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus  
25 attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

26 **FIFTH CAUSE OF ACTION**

27 **FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION**

28 **(Labor Code §§201-203 By Plaintiff Against Defendant and Does 1 through 100)**

61. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

62. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202(a) provides that when an employee resigns from employment, unpaid wages are due and payable within 72 hours of resignation.

63. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until paid, not to exceed thirty days.

64. Plaintiff was discharged from STREAMLINE's employ and STREAMLINE willfully failed to pay Plaintiff overtime, prevailing wages, premium pay for rest/meal breaks not afforded and sick pay wages due him.

65. Plaintiff's last day of work for Defendant was on or about January 12, 2024, yet failed to pay him wages due to him.

66. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day he was not timely paid, not to exceed 30 days' wages.

## **SIXTH CAUSE OF ACTION**

## FAILURE TO MAINTAIN ACCURATE RECORDS

**(Cal. Labor Code §1174 (d) By Plaintiff Against Defendant and Does 1 through 100)**

67. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

68. Labor Code section 1174(d) requires that employers, including Defendant, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

69. Additionally, the “Records” section of the applicable IWC Wage Order obligates the employer, including Defendant, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, the total

1 daily hours worked, the total hours worked in the payroll period, and the applicable rates of  
2 pay.

3 70. Pursuant to Labor Code section 1174.5, any person employing labor who  
4 willfully fails to maintain accurate and complete records required by Labor Code section  
5 1174(d) is subject to a penalty. On information and belief, Defendant intentionally failed to  
6 maintain accurate records regarding Plaintiff, because Plaintiff was not required to clock in  
7 and out for his shift and meal/rest periods.

8 71. As a direct result of Defendant's violations alleged herein, Plaintiff has suffered  
9 and continues to suffer substantial losses related to Defendant's failure to pay prevailing  
10 wages, overtime, premium pay for failure to afford meal/rest breaks and sick pay.

11 72. Plaintiffs seeks all available remedies for Defendant's violations including, but  
12 not limited to penalties, and costs to the extent permitted by law.

13 **SEVENTH CAUSE OF ACTION**

14 **REIMBURSEMENT OF BUSINESS EXPENSES**

15 **(Cal. Labor Code §2802 By Plaintiff Against Defendant and Does 1 through 100)**

16 73. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
17 this Complaint.

18 74. Labor Code §2802 requires employers to indemnify employees for all necessary  
19 expenditures incurred by employees in the discharge of his duties.

20 75. At all times relevant herein, STREAMLINE was aware that Plaintiff was using  
21 his personal cell phone for business, but failed to indemnify Plaintiff for all his business-related  
22 expenses, including wear and tear expenses, in accordance with Labor Code §2802.

23 76. As a result of STREAMLINE's conduct, Plaintiff suffered damages in an  
24 amount, subject to proof, to the extent he was not reimbursed for all of his business-related  
25 expenses incurred in the discharge of his duties.

26 77. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of  
27 his unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

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**EIGHTH CAUSE OF ACTION**  
**FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**  
**(Cal. Labor Code §1198.5 By Plaintiff Against Defendant STREAMLINE and Does 1 through 100)**

78. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

79. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records,... later than 30 calendar days from the date the employer receives the request...

(k) If 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 I this section... the current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

1 (1) A current or former employee may also bring an action for injunctive relief  
2 to obtain compliance with this section, and may recover costs and reasonable  
3 attorney's fees in such an action.

4 80. Additionally, pursuant to the applicable Wage Order, at section 7 re: Records,  
5 employers are required to keep accurate payroll records on each employee, and such records  
6 must be made readily available for inspection by the employee upon reasonable request. The  
7 employer must also maintain accurate production records.

8 81. On or about March 22, 2024, Plaintiff's counsel issued a written request to  
9 STREAMLINE for copies of his personnel records.

10 82. Under California Labor Code Sections 226, 432 and 1198.5, such records were  
11 to include all records relating to Plaintiff's hours worked, wage statements and compensation.  
12 Plaintiff's counsel and STREAMLINE did not enter into an agreement to enlarge the time for  
13 STREAMLINE's compliance, and STREAMLINE has failed and refused to permit Plaintiff  
14 copies of his records.

15 83. As a direct result and consequence of STREAMLINE's failure and refusal to  
16 permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order  
17 or decree mandating STREAMLINE's compliance. Plaintiff has suffered and will suffer harm  
18 as a result of STREAMLINE's ongoing refusal to comply. Plaintiff also seeks recovery of the  
19 statutory penalty of \$750 based upon STREAMLINE's violation of §1198.5.

20 **NINTH CAUSE OF ACTION**

21 **FOR UNFAIR COMPETITION**

22 **(Business & Professions Code §§ 17200 et seq. By Plaintiff Against Defendant and Does 1**  
23 **through 100)**

24 84. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
25 this Complaint.

26 85. *Business & Professions Code §§ 17200 et seq.* prohibit acts of unfair  
27 competition, which mean and include "unlawful and unfair business practices."  
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1           86.     STREAMLINE’s conduct as alleged herein has been and continues to be unfair,  
2 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights  
3 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5. Plaintiff  
4 is a “person” within the meaning of *Business and Professions Code* § 17204 and therefore has  
5 standing to bring this suit for restitution.

6           87.     The prompt payment of prevailing wages, affording meal/rest periods,  
7 reimbursement of business expenses, maintaining accurate wage records and providing  
8 personnel records, are fundamental public policies of California. It also is the public policy of  
9 California to enforce minimum labor standards to ensure that employees are not required to or  
10 permitted to work under substandard and unlawful conditions and to protect those employers  
11 who comply with the law from losing competitive advantage to other employers who fail to  
12 comply with labor standards and requirements.

13           88.     Through the conduct alleged herein, STREAMLINE acted contrary to these  
14 public policies and has thus engaged in unlawful and/or unfair business practices in violation of  
15 *Business & Professions Code* §§ 17200 *et seq.*, depriving Plaintiff of the rights, benefits and  
16 privileges guaranteed to employees under California law.

17           89.     STREAMLINE regularly and routinely violated the following statutes and  
18 regulations with respect to Plaintiff:  
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- 20           (a)     *Labor Code* §§ 204, 1194, 1194.2, 1197.1, 1720, 1770, 1771, 1773,  
21                   1773, 1773.1, 1774, 1776 and 1778 (failure to pay prevailing wages);
- 22           (b)     *Labor Code* § 226 (failure to provide accurate wage statements to  
23                   employees at the time of payment of wages);
- 24           (c)     *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
- 25           (d)     *Labor Code* § 1174(d) (failure to maintain accurate records);
- 26           (e)     *Labor Code* § 2802 (failure to reimburse business expenses); and
- 27           (f)     *Labor Code* § 1198.5 (failure to provide personnel records).

90. By engaging in these business practices, which are unfair business practices within the meaning of *Business & Professions Code* §§17200 *et seq.*, STREAMLINE harmed Plaintiff and gained an unfair competitive edge. Under the *Business & Professions Code* § 17203, Plaintiff is entitled to obtain restitution of these funds.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor and against Defendant, as follows:

1. For compensatory damages in the amount of prevailing wages, according to proof;

2. For compensatory damages in the amount of Plaintiff's out of pocket expenses for cell phone use and/or reimbursement of monies incurred while performing STREAMLINE's business-related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);

3. For payment of unpaid wages in accordance with California labor and employment law;

4. For an award of consequential damages in Plaintiff's favor and against Defendants, in an amount to be proven at trial;

5. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

6. Pursuant to Labor Code § 203, for an additional sum according to proof equal of up to 30 days wages for each violation, as a premium for unpaid wages to Plaintiff;

7. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

8. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

- 1           9.       For prejudgment interest accrued on all due and unpaid prevailing wages and  
2 unpaid wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code*  
3 §§218.6 and 1194(a), according to proof;
- 4           10.      For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 1198.5, 226.7,  
5 1771.6, 1775, according to proof;
- 6           11.      For reasonable costs, including attorneys' fees, in an amount according to proof  
7 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5, 2802;
- 8           12.      For injunctive relief requiring STREAMLINE to comply with Labor Code  
9 1198.5(b)(1);
- 10          13.      For an award of restitution of wages to Plaintiff in an amount equal to the  
11 amount of wages owed and unpaid, according to proof;
- 12          14.      For injunctive relief ordering the continuing unfair business acts and practices to  
13 cease, as the Court deems just and proper;
- 14          15.      For other injunctive relief ordering STREAMLINE to notify Plaintiff that he has  
15 not been paid the proper amounts in accordance with California law;
- 16          16.      For punitive and exemplary damages in a sum to be determined at trial;
- 17          17.      For prejudgment interest, according to proof;
- 18          18.      For costs of suit, generally and pursuant to Code of Civil Procedure § 1021.5;
- 19 and
- 20          19.      For such other and further relief as the Court deems just and proper.

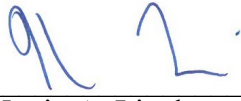
21                           **DEMAND FOR JURY TRIAL**

22           Plaintiff Anthony Jackson hereby respectfully requests a trial by jury for all claims and  
23 issues raised in his Complaint that may be entitled to a jury trial.

24

25                           LIPELES LAW GROUP, APC

26   Date: April 19, 2024

27                           By:  \_\_\_\_\_

28                           Kevin A. Lipeles  
                              Attorneys for Plaintiff  
                              Anthony Jackson