

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff CHRISTOPHER RADFORD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

CHRISTOPHER RADFORD, an individual
and on behalf of all others similarly situated;

Plaintiff,

vs.

AERA ENERGY SERVICES COMPANY, a
Delaware corporation; and DOES 1 through
50,

Defendants.

Case No.: BCV-24-101317

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (3) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (4) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT**
(LABOR CODE §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff CHRISTOPHER RADFORD (“Plaintiff”), on behalf of himself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants AERA ENERGY SERVICES COMPANY, a Delaware
4 corporation, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges
5 as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 512, 516, 558, 1182.12, 1194, 1194.2,
10 1197, 1198, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Orders (“Wage
11 Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint
12 is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including Kern County, and some of the
16 acts and omissions complained of herein occurred in Kern County. Furthermore, Plaintiff was
17 employed by Defendants within Kern County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201-204, 226, 226.7, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
25 2698, *et seq.*, and Wage Orders.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within Kern County, and the State of California and,
2 therefore, were (and are) doing business in Kern County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
7 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

28 ///

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a natural gas and oil exploration and production
3 company with its principal place of business in Bakersfield, California. Defendants employed
4 Plaintiff as an hourly-paid, non-exempt employee since approximately January 2000 as a Reliability
5 Specialist in Bakersfield, California.

6 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
8 compensated for all hours actually worked. Upon information and belief, Defendants required
9 Plaintiff and other non-exempt employees to perform work before their scheduled shifts, after their
10 scheduled shifts, and/or during off-the-clock meal breaks, failed to maintain accurate records of
11 their compensable hours worked, and failed to compensate employees for this time. As a result,
12 Plaintiff and other non-exempt employees were not compensated for all earned minimum wages.

13 12. Plaintiff and other non-exempt employees were not authorized and permitted to take
14 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
15 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
16 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
17 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
18 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
19 to which they were entitled, Defendants failed to compensate them with the required rest period
20 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
21 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
22 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
23 period was not authorized and permitted to their non-exempt employees.

24 13. As a result of Defendants' failure to pay all minimum wages, failure to pay all rest
25 period premium wages, and unlawful timekeeping and payroll practices as alleged above,
26 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff
27 and other non-exempt employees. As a further result of Defendants' failure to pay all minimum
28 wages, and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiff

1 and other former non-exempt employees upon their separation of employment from Defendants.

2 **CLASS ACTION ALLEGATIONS**

3 14. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
4 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 5 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
6 in the State of California who were subject to Defendants' timekeeping and payroll
7 policies and/or practices, during the four years immediately preceding the filing of
8 this action through the present.
- 9 b. Rest Period Class: All current and former non-exempt employees of Defendants in
10 the State of California who worked at least one shift of 3.5 or more hours, during the
11 four years immediately preceding the filing of this action through the present.
- 12 c. Wage Statement Class: All current and former non-exempt employees of Defendants
13 in the State of California who received a wage statement, during the one year
14 immediately preceding the filing of this action through the present.
- 15 d. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
16 Minimum Wage Class and/or Rest Period Class during the three years immediately
17 preceding the filing of this action through the present.

18 15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
19 joinder of all members would be impractical, if not impossible. The membership of the Classes is
20 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
21 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
22 of Defendants' employment records, including payroll records.

23 16. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
24 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
25 the Classes, which predominate over questions affecting only individual members including,
26 without limitation to:

- 27 a. Whether Defendants paid at least the minimum wage for all hours worked to
28 members of the Minimum Wage Class;

- 1 b. Whether Defendants authorized and permitted all legally compliant rest periods or
2 paid all rest period premium wages due to members of the Rest Period Class
3 pursuant to Labor Code §§ 226.7 and 516;
4 c. Whether Defendants furnished legally compliant wage statements to members of the
5 Wage Statement Class pursuant to Labor Code § 226; and
6 d. Whether Defendants timely paid all final wages to members of the Waiting Time
7 Class at the time of their separation of employment pursuant to Labor Code §§ 201
8 and 202.

9 These common questions of law and fact set forth above are numerous and substantial and
10 stem from Defendants' policies and/or practices applicable to each individual class member. As
11 such, the common questions predominate over individual questions concerning each individual
12 class member's showing as to their eligibility for recovery or as to the amount of their damages.

13 17. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
14 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
15 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
16 Plaintiff, like the members of the Classes, was not paid all minimum wages owed due to
17 Defendants' timekeeping and payroll policies/practices, was not authorized and permitted all rest
18 periods, did not receive premium pay for non-compliant rest periods, and was not provided with
19 accurate, compliant, itemized wage statements.

20 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
21 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
22 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
23 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
24 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
25 members of the Classes.

26 19. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
27 public interest in establishing minimum working conditions and standards in California. These laws
28 and labor standards protect the average working employee from exploitation by employers who

1 have the responsibility to follow the laws and who may seek to take advantage of superior economic
2 and bargaining power in setting onerous terms and conditions of employment. The nature of this
3 action and the format of laws available to Plaintiff and members of the Classes make the class
4 action format a particularly efficient and appropriate procedure to redress the violations alleged
5 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
6 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
7 resources of each individual plaintiff with their vastly superior financial and legal resources.

8 20. Moreover, requiring each member of the Class(es) to pursue an individual remedy
9 would also discourage the assertion of lawful claims by employees who would be disinclined to file
10 an action against their former and/or current employer for real and justifiable fear of retaliation and
11 permanent damages to their careers at subsequent employment. The claims of the individual
12 members of the Class are not sufficiently large to warrant vigorous individual prosecution
13 considering all of the concomitant costs and expenses attending hereto.

14 21. Furthermore, the prosecution of separate actions by the individual class members,
15 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
16 with respect to the individual class members against Defendants herein; and which would establish
17 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
18 respect to individual class members which would, as a practical matter, be dispositive of the interest
19 of the other class members not parties to adjudications or which would substantially impair or
20 impede the ability of the class members to protect their interests. As such, the Classes identified
21 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

22 **FIRST CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(Against All Defendants)**

25 22. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
26 fully set forth herein.

27 23. Labor Code §§ 1182.12, 1197, and Wage Orders, § 4 establish the right of
28 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.

1 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
2 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
3 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
4 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
5 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
6 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
7 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
8 Wage Orders.

9 24. Labor Code § 1198 makes unlawful the employment of an employee under
10 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
11 employer who has failed to pay its employees the legal minimum wage is liable to pay those
12 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
13 equal to the wages due and interest thereon.

14 25. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
15 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
16 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
17 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
18 3289.

19 **SECOND CAUSE OF ACTION**

20 **REST PERIOD VIOLATIONS**

21 **(Against All Defendants)**

22 26. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
23 fully set forth herein.

24 27. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
25 employees to be provided with a rest period of at least 10 minutes for each four-hour period
26 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
27 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
28 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals

1 an additional hour of pay at their respective regular rate for the rest periods that they failed to
2 authorize and permit them to take, as required by Labor Code § 226.7.

3 28. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
4 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
5 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
6 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§
7 3287 and 3289.

8 **THIRD CAUSE OF ACTION**

9 **WAGE STATEMENT PENALTIES**

10 **(Against All Defendants)**

11 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
12 fully set forth herein.

13 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
15 and members of the Wage Statement Class with accurate and complete, itemized wage statements
16 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
17 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
18 period, and/or the correct name and address of the legal entity that is the employer in violation of
19 Labor Code § 226.

20 31. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
21 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
22 to, among other things, the non-payment of minimum wages and rest period premium wages owed
23 and deprived them of the information necessary to identify the discrepancies in Defendants'
24 reported payroll data.

25 32. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
26 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
27 attorneys' fees, and costs of suit according to California Labor Code § 226.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Against All Defendants)**

4 33. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 34. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
7 employer to pay all wages immediately at the time of separation of employment in the event the
8 employer discharges the employee or the employee provides at least 72 hours of notice of their
9 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
10 said employee's wages become due and payable not later than 72 hours upon said employee's last
11 date of employment.

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
13 to timely pay members of the Waiting Time Class all final wages due to them at their separation
14 from employment, including unpaid minimum wages as well as unpaid rest period premium wages.

15 36. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
17 Time Class all earned wages at the end of employment in a timely manner pursuant to the
18 requirements of Labor Code §§ 201-202.

19 37. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay members of the Waiting Time Class their
21 earned wages upon separation from employment results in continued payment of daily wages up to
22 thirty days from the time the wages were due.

23 38. As a consequence of Defendants' unlawful practices, members of the Waiting Time
24 Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

25 **FIFTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(Against All Defendants)**

28 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though

1 fully set forth herein.

2 40. Defendants have engaged and continue to engage in unfair and/or unlawful business
3 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 4 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
5 wages due;
- 6 b. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
7 periods to which they are entitled, and failing to pay them all rest period premium
8 wages due;
- 9 c. failing to issue accurate and itemized wage statements to Plaintiff and members of
10 the Wage Statement Class; and
- 11 d. failing to timely pay all final wages to members of the Waiting Time Penalty Class.

12 41. Defendants' utilization of these unfair and/or unlawful business practices deprived
13 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
14 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
15 Defendants' competitors who have been and/or are currently employing workers and attempting to
16 do so in honest compliance with applicable wage and hour laws.

17 42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
19 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
20 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

21 43. The acts complained of herein occurred within the last four years immediately
22 preceding the filing of the Complaint in this action.

23 **SIXTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(Against All Defendants)**

26 44. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
27 fully set forth herein.

28 45. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*

1 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
2 Employees”), brings this representative action against Defendants to recover the civil penalties due
3 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
4 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
5 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
6 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
7 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
8 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
9 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
10 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
11 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
12 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
13 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
14 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
15 Code for which no civil penalty is specifically provided, based on the following Labor Code
16 violations:

- 17 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
18 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 19 b. Failing to authorize and permit all legally required rest periods, and failure to pay
20 rest period premium wages, to Aggrieved Employees at the regular rate of
21 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 22 c. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
23 statements in violation of Labor Code § 226;
- 24 d. Failing to timely pay all final wages and compensation earned by Aggrieved
25 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 26 e. Failing to pay Aggrieved Employees all earned wages at least twice during each
27 calendar month in violation of Labor Code § 204; and
- 28 f. Failing to maintain accurate records on behalf of Aggrieved Employees in violation

1 of Labor Code §§ 1174 and 1198.

2 46. On or about April 15, 2024, Plaintiff notified Defendants via certified mail, and
3 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
4 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
5 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
6 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
7 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
8 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
9 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
10 with respect to these violations.

11 47. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
12 under California Labor Code § 2699(g).

13 **PRAYER FOR RELIEF**

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

- 16 1. For an order certifying the proposed Classes;
- 17 2. For an order appointing Plaintiff as representative of the Classes;
- 18 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 19 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
20 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
21 1197;
- 22 5. Upon the Second Cause of Action, for rest period premium wages according to proof
23 pursuant to Labor Code §§ 226.7, 516, and 558;
- 24 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
25 226;
- 26 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
27 203;
- 28 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the

1 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
2 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
3 *seq.*;

4 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
5 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
6 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
7 pay each employee and \$200 for each subsequent violation or willful or intentional violation
8 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
9 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
10 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
11 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
12 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
13 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
14 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
15 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
16 subsequent violation per employee per pay period for those violations of the Labor Code for which
17 no civil penalty is specifically provided;

18 10. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
19 and Civil Code §§ 3287 and 3289;

20 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
21 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

22 12. For such other and further relief, the Court may deem just and proper.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff hereby demands a trial by jury on all claims.
25
26
27
28

1 DATED: July 8, 2024

JUSTICE FOR WORKERS, P.C.

2
3 By:



4 William C. Sung

5 Tiffany L. Luu

6 Attorneys for Plaintiff

7 CHRISTOPHER RADFORD