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Assigned for All Purposes
Judge Randall J. Sherman

CX-105

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

(UNLIMITED JURISDICTION)

HIPOLITO LORENZO ONOFRE,

Plaintiff,

vs.

USA MAINTENANCE, INC., a corporation;
MANUEL LNU, an individual; and DOES 1 to
25, inclusive,

Defendants.

Case No.: 30-2024-01427112-CU-OE-CXC

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Failure to Provide Personnel Records;
- 9) Failure to Provide Pay Records;
- 10) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 11) Retaliation Under Labor Code § 1102.5;
- 12) Retaliation Under Labor Code § 98.6;
- 13) Retaliation Under Labor Code § 232.5;
- 14) Wrongful Termination in Violation of Public Policy; and

15) Unfair Competition (Bus. & Prof.
Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

COMES NOW Plaintiff, HIPOLITO LORENZO ONOFRE (hereafter “Plaintiff”), and
complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against USA MAINTENANCE, INC., a corporation; MANUEL LNU¹, an individual; and DOES 1 to 25, inclusive (collectively “USA Maintenance” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of Orange because Defendants USA Maintenance, Inc., MANUEL LNU, and DOES 1 to 25, inclusive, do business in the County of Orange and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Orange is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

THE PARTIES

3. Plaintiff Hipolito Lorenzo Onofre is a male resident of the city of Garden Grove, California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11040 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant USA Maintenance, Inc. is and was a corporation operating in the

¹ Last Name Unknown

1 city of Huntington Beach, California in the county of Orange and was authorized to do
2 business in the state of California. Plaintiff is informed and believes and thereon alleges that,
3 at all times relevant herein, Defendant USA Maintenance owned, operated, and/or or provided
4 cleaning and janitorial services to various locations in the County of Orange, including the
5 location where Plaintiff worked at 7871 Edinger Ave, Huntington Beach, CA 92647. As such,
6 it is a citizen of California based on Plaintiff's information and belief.

7 5. Plaintiff is informed and believes and thereon alleges that, at all times relevant
8 herein, Defendant Manuel ("Manuel") was a California citizen, resident of Orange County, and
9 was a supervisory and/or managerial employee of Defendant USA Maintenance, who acted as a
10 manager and/or supervisor of Defendant USA Maintenance's employees and who "exercise[d]
11 control over [Plaintiff's] wages, hours, or working conditions[.]" as provided by *Martinez v.*
12 *Combs*, 49 Cal. 4th 35, 64 (2010).

13 6. The "Aggrieved Employees" are all current and former non-exempt or hourly
14 paid employees who worked for Defendants in California during the relevant time period
15 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
16 General Act of 2004 ("PAGA").

17 7. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
18 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
19 is informed and believes and thereon alleges that said defendants are legally responsible for the
20 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
21 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
22 defendants when ascertained.

23 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times
24 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
25 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
26 course and scope of such agency or employment, and with the approval and ratification of each
27 of the other Defendants.

28 9. Plaintiff is informed and believes and thereon alleges that each and every one of

1 the acts and omissions alleged herein were performed by, and/or are attributable to, all
2 Defendants, each acting as agents and/or employees, and/or under the direction and control of
3 each of the other Defendants, and that said acts and failures to act were within the course and
4 scope of said agency, employment, and/or direction and control.

5 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
6 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
7 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
8 Employees in accordance with applicable California labor laws as alleged herein.

9 **GENERAL ALLEGATIONS**

10 11. USA Maintenance first began to employ Plaintiff on or around January 3, 2023
11 to work as janitorial employee and "Kitchen Maintenance" at the Cheesecake Factory located
12 at 7871 Edinger Ave, Huntington Beach, CA 92647. Plaintiff worked for USA Maintenance
13 and, at the time of the events in question, reported to Defendant Manuel who had the authority
14 to set employee schedules, discipline employees, promote employees, fire employees, and who
15 performed other managerial duties concerning the wages, hours, and/or working conditions of
16 Defendant's employees. Plaintiff's employment ended on or around January 7, 2024.

17 12. During the entirety of Plaintiff's employment, from approximately January 3,
18 2023 to the date of his termination, Plaintiff generally worked seven days a week, Monday to
19 Sunday from approximately 12:00 a.m. to 8:00 a.m., or later. Despite this, Plaintiff was not
20 compensated at the applicable overtime rate for this time.

21 13. At all relevant times, USA Maintenance issued wages to Plaintiff and all of the
22 other Aggrieved Employees on a bi-weekly basis and paid them by the hour. At all relevant
23 times, USA Maintenance classified Plaintiff and all of the other Aggrieved Employees as non-
24 exempt employees entitled to the protections of the Labor Code and the Wage Order. Plaintiff's
25 latest rate of pay was approximately \$16.00 per hour.

26 14. USA Maintenance failed to pay Plaintiff and the other Aggrieved Employees for
27 all time worked or subject to its control. There was no formal clock-in/clock-out and
28 timekeeping system at the workplace, and, as such, Plaintiff and all of the other Aggrieved

1 Employees were not paid for all hours worked, especially since supervisors would keep track of
2 Plaintiff's and other employees' work hours. For example, USA Maintenance management
3 required Plaintiff and the other Aggrieved Employees to send them photos using their mobile
4 phones of the date/time for clock in and clock out purposes. USA Maintenance began
5 implementing written time sheets, where once again, a group manager was in charge of
6 recording the employees' time in and time out entries. Plaintiff and the other Aggrieved
7 Employees consistently worked "off the clock" in that the company had a policy and practice
8 of rounding down work hours which led to Plaintiff and others not being paid for all hours
9 worked, which would include the minimum wage. USA Maintenance management would not
10 only round down but would also shave off hours from the actual times Plaintiff and the other
11 Aggrieved Employees worked, which led to Plaintiff and others not being paid for all hours
12 worked, which would include the minimum wage. Plaintiff's paystubs consistently stated 60.00
13 hours worked. Moreover, on fumigation days, Plaintiff would arrive to the restaurant thirty
14 minutes prior to his start time and continue working approximately thirty minutes after the end
15 of his shift. Furthermore, and to the extent that Plaintiff and others worked through their meal
16 periods while "off the clock", they were not compensated for all hours worked, which would be
17 akin to a minimum wage violation. "Off the clock" work also included Plaintiff receiving
18 phone calls or text message on his personal cell phone from management before or after his
19 shifts to discuss work-related issues.

20 15. USA Maintenance failed to pay Plaintiff and the Aggrieved Employees
21 properly-calculated overtime wages even though they worked more than 8 hours per day and/or
22 40 hours per week and/or seven days per week throughout their employment. With each pay
23 period, USA Maintenance would issue Plaintiff two pay stubs stating 60 hours worked on each
24 one in order to avoid paying him for his overtime hours as part of one regular paystub as
25 required under the law. The Aggrieved Employees' actual work hours, which included the "off
26 the clock" work as described above, entitled them to overtime, however, it was not company
27 policy to keep accurate track of all hours worked and to pay employees the accurate amount of
28 overtime, especially since the "off the clock" work was not factored into the equation.

1 Furthermore, any incentive payments and/or bonus payments were not factored into employees'
2 regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any
3 bonus and/or incentive payments were not factored into the correct meal and rest break
4 premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

5 16. USA Maintenance failed to provide all compliant meal periods and authorize
6 and permit all compliant rest periods to which Plaintiff and the other Aggrieved Employees
7 were entitled. Plaintiff and the other Aggrieved Employees were entitled to take off-duty,
8 uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take
9 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked.
10 USA Maintenance did not authorize Plaintiff and the other Aggrieved Employees to take their
11 meal and rest breaks. Throughout his employment, Plaintiff never took his two 10-minute rest
12 breaks or his meal period. On information and belief, USA Maintenance did not provide
13 premium wages for these meal and rest break violations; if USA Maintenance did provide
14 premium wages, they were not paid at the correct rate, as explained above.

15 17. USA Maintenance failed to reimburse Plaintiff and the other Aggrieved
16 Employees for business expenses they incurred in direct consequence of the discharge of their
17 duties. USA Maintenance required Plaintiff and the other Aggrieved Employees to use their
18 own personal cell phones to send photos of the date/time for the start and end of their shifts and
19 to communicate with ownership/management concerning work matters. USA Maintenance also
20 required that Plaintiff purchase uniform items, including work boots, and his own cleaning
21 supplies, including soap, fibers, brushes, floor squeegee, and gloves, among others, to perform
22 his work. However, USA Maintenance did not provide Plaintiff and the others with these items
23 and did not reimburse Plaintiff and the other Aggrieved Employees for these uniform, supplies,
24 and mobile phone expenses. Accordingly, USA Maintenance was in violation of California
25 Labor Code sections 2800 and 2802.

26 18. USA Maintenance failed to pay its employees all wages due to them within any
27 time period specified by California Labor Code section 204, including the minimum wages and
28 overtime as described above as well as meal/rest break premiums.

1 19. USA Maintenance did not provide Plaintiff and the other Aggrieved Employees
2 accurate, itemized wage statements. Wage statements must include all hours worked, overtime
3 hours worked, all applicable hourly rates, the correct legal name and correct address of
4 employer entity, gross wages earned, all deductions, net wages earned, reimbursement for
5 business expenses, the correct start and end of the applicable pay period, the employee ID
6 numbers or social security numbers, among other items. Labor Code § 226(a)(2). USA
7 Maintenance issued wage statements that inaccurately reflected total hours worked, gross and
8 net wages earned, and the number of hours worked at each hourly rate because of USA
9 Maintenance's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2),
10 (5), (9). USA Maintenance's failure to maintain accurate records as to the hours worked daily
11 by employees also constitutes a violation of Labor Code section 1174(d).

12 20. Finally, because USA Maintenance did not properly pay all wages earned as
13 explained herein, USA Maintenance also failed to pay final wages owed to Plaintiff and the
14 other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid
15 wages include minimum wages and compensation for all hours worked, overtime
16 compensation, and premium pay for missed meal and rest breaks, among others.

17 21. USA Maintenance failed to provide paid sick leave to Plaintiff and all of the
18 other Aggrieved Employees. USA Maintenance failed to provide Plaintiff and all of the other
19 Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick
20 leave.

21 22. USA MAINTENANCE has also violated Labor Code section 558 and engaged
22 in business practices which violate Business and Professions Code Section 17200.

23 23. During his employment tenure, Plaintiff repeatedly complained to Defendant
24 Manuel about not receiving his statutory meal and rest breaks and not being paid overtime, but
25 each time Defendant Manuel told Plaintiff that no one was paid overtime and his complaints
26 were ignored. In or around early January 2024, and because USA MAINTENANCE was
27 committing a plethora of labor code violations against Plaintiff, Plaintiff requested to work one
28 less day per week (6 days instead of 7 days). In response to Plaintiff's complaints and schedule

1 change request, USA Maintenance terminated his employment on or around January 7, 2024.
2 On information and belief, Plaintiff contends the decision to terminate his employment was
3 substantially motivated due to his ongoing complaints about the failure of Defendants to
4 compensate him the overtime wages owed to him and provide him with his statutory breaks.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

7 **(Lab. Code §§ 226.2, 510, 1194, 1197, and 1198)**

8 **(By Plaintiff against all Defendants)**

9 24. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

10 25. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
11 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
12 and the Wage Order.

13 26. Section 2(K) of the Wage Order defines “hours worked” as “the time during
14 which an employee is subject to the control of an employer, and includes all the time the
15 employee is suffered or permitted to work, whether or not required to do so.”

16 27. Section 3 of the Wage Order states:

17 **(A) Daily Overtime - General Provisions**

18 (1) The following overtime provisions are applicable to
19 employees 18 years of age or over and to employees 16 or
20 17 years of age who are not required by law to attend
21 school and are not otherwise prohibited by law from
22 engaging in the subject work. Such employees shall not
23 be employed more than eight (8) hours in any workday or
24 more than 40 hours in any workweek unless the employee
25 receives one and one-half (1 ½) times such employee’s
26 regular rate of pay for all hours worked over 40 hours in
27 the workweek. Eight (8) hours of labor constitutes a day’s
28 work. Employment beyond eight (8) hours in any
workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for
such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in

any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

28. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

29. Labor Code section 226.2 states:

(a) For employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period:

(1) Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation.

...

(3) (A) Employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of:

(i) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.

(ii) The applicable minimum wage.

30. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the

1 regular rate of pay for an employee. Any work in excess of 12
2 hours in one day shall be compensated at the rate of no less than
3 twice the regular rate of pay for an employee. In addition, any
4 work in excess of eight hours on any seventh day of a workweek
5 shall be compensated at the rate of no less than twice the regular
6 rate of pay of an employee. Nothing in this section requires an
7 employer to combine more than one rate of overtime
8 compensation in order to calculate the amount to be paid to an
9 employee for any hour of overtime work.

10 31. California Labor Code § 1194 invalidates any agreement between an employer
11 and an employee to work for less than the minimum wage required under the applicable Wage
12 Order.

13 32. California Labor Code § 1197 makes it unlawful for an employer to pay an
14 employee less than the minimum wage required under the applicable Wage Order for all hours
15 worked during a payroll period.

16 33. California Labor Code § 1198 makes it unlawful for an employer to employ an
17 employee under conditions that violate the Wage Order.

18 34. In conjunction, these provisions of the California Labor Code require employers
19 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
20 for all hours worked, including unrecorded hours when the employer knew or reasonably should
21 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
22 *Co.* (2000) 22 Cal.4th 575, 585.)

23 35. At all relevant times during the applicable limitations period, Defendants
24 required Plaintiff to work in excess of eight (8) hours in one workday and forty (40) hours in
25 one workweek without compensating him for such time worked at the premium rates required
26 by California law.

27 36. As described more fully above, Defendants failed to pay all minimum, regular,
28 overtime, and double time wages to Plaintiff because Defendants paid wages based on rounded
times, did not pay for off-the-clock work, and failed to pay overtime and double time wages
based on correct regular rates of pay.

37. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
amount, subject to proof, to the extent that he was not paid the full amount of wages earned

1 during each pay period during the applicable limitations period, including minimum, overtime,
2 and double-time wages.

3 38. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for
4 unpaid wages which Defendants failed to pay him at the rates set forth herein, interest thereon,
5 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST BREAKS**

8 **(Lab. Code §§ 226.7 and 1198)**

9 **(By Plaintiff against all Defendants)**

10 39. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 40. At all relevant times during the applicable limitations period, Plaintiff was a
12 non-exempt employee of Defendants and entitled to the benefits and protections of California
13 Labor Code §§ 226.7, 1198, and the Wage Order.

14 41. Labor Code § 1198 states,

15 "The maximum hours of work and the standard conditions of labor
16 fixed by the commission shall be the maximum hours of work and the
17 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

18 42. In relevant part, Section 12 of the Wage Order states:

19 **Rest Periods:**

20 (A) Every employer shall authorize and permit all employees
21 to take rest periods, which insofar as practicable shall be in the
22 middle of each work period. The authorized rest period time
23 shall be based on the total hours worked daily at the rate often
(10) minutes net rest time per four (4) hours or major fraction
24 thereof. However, a rest period need not be authorized for
25 employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

26 (B) If an employer fails to provide an employee a rest period
27 in accordance with the applicable provisions of this Order, the
28 employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each work day that

the rest period is not provided.

43. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

44. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

45. Defendants failed to authorize and permit Plaintiff to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

46. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent he was not paid additional wages owed for all rest breaks not provided to him.

47. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more rest breaks were not provided to him pursuant to California Labor Code § 226.7, plus interest and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff against all Defendants)

48. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

49. At all relevant times during the applicable limitations period, Plaintiff was a

1 non-exempt employee of Defendants and entitled to the benefits and protections of California
2 Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

3 50. Labor Code § 1198 states,

4 “The maximum hours of work and the standard conditions of labor
5 fixed by the commission shall be the maximum hours of work and the
6 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

7 51. In relevant part, Labor Code Section 512 states

8 “An employer may not employ an employee for a work period of more
9 than five hours per day without providing the employee with a meal
10 period of not less than 30 minutes, except that if the total work period
11 per day of the employee is no more than six hours, the meal period may
12 be waived by mutual consent of both the employer and employee. An
13 employer may not employ an employee for a work period of more than
14 10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal
period was not waived.”

15 52. In relevant part, Section 11 of the Wage Order states:

16 Meal Periods:

17 (A) No employer shall employ any person for a work period of more
18 than five (5) hours without a meal period of not less than 30
19 minutes, except that when a work period of not more than six (6)
20 hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

21 (B) If an employer fails to provide an employee a meal period in
22 accordance with the applicable provisions of this order, the
23 employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each workday that
the meal period is not provided.

25 53. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was
26 entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he
27 worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also
28 entitled to a second 30-minute meal period when he worked more than ten (10) hours in a
workday.

54. During the relevant time period, Defendants failed to provide Plaintiff with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent he was not paid additional wages owed for all meal periods not provided to him.

56. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more meal periods were not provided to him pursuant to California Labor Code § 226.7, plus interest and costs.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff against all Defendants)

57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

58. At all relevant times, Plaintiff was a non-exempt employee of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

59. In pertinent part, California Labor Code § 2802(a) states:
An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.

60. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

61. USA MAINTENANCE failed to reimburse Plaintiff for business expenses he incurred in direct consequence of the discharge of his duties. USA MAINTENANCE required Plaintiff purchase uniform items, including work boots, and his own cleaning supplies, including soap, fibers, brushes, floor squeegee, and gloves, among others, to perform his work. USA MAINTENANCE also required Plaintiff to use his own personal cell phone to send photos of the date/time for the start and end of their shifts and to communicate with

1 ownership/management concerning work matters. However, USA MAINTENANCE did not
2 provide Plaintiff with a mobile phone and did not reimburse Plaintiff for these uniform, supply
3 and mobile phone expenses. Accordingly, USA MAINTENANCE was in violation of
4 California Labor Code sections 2800 and 2802.

5 62. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
6 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
7 Defendants' failure to indemnify Plaintiff for the reasonable expenses he incurred in the course
8 of performing his duties.

9 63. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
10 expenditures and losses and interest due and owing to within three years (3) of the date of the
11 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
12 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

15 **(California Labor Code Section 226)**

16 **(By Plaintiff against all Defendants)**

17 64. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 65. Pursuant to California Labor Code Section 226, every employer must furnish
19 each employee an itemized statement of wages and deductions at the time of payment of wages.

20 66. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
21 that accurately reflected all information required by Labor Code Section 226, including but not
22 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
23 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
24 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
25 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
26 California Labor Code Section 226(a).

27 67. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
28 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a

1 violation occurs and one hundred dollars (\$100) per employee for each violation in a
2 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
3 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of
4 action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

5 68. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
6 sustained damages, including loss of earnings, in an amount to be established at trial. As a
7 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
8 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
9 and attorney's fees pursuant to statute.

10 69. Under this cause of action, Plaintiff prays for penalties due under the statutes
11 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
12 proof at trial.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

15 **(California Labor Code Sections 201-203)**

16 **(By Plaintiff against all Defendants)**

17 70. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 71. Pursuant to California Labor Code Section 201(a), an employer who discharges
19 an employee must immediately pay for all compensation due and owing.

20 72. Pursuant to California Labor Code Section 202, when an employee resigns, the
21 employer must pay all compensation due and owing within 72 hours of resignation, or on the
22 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

23 73. Pursuant to California Labor Code Section 203, if an employer willfully fails to
24 pay, without abatement or reduction, any wages of an employee whose employment ends, the
25 wages of the employee shall continue as a penalty from the due date at the same rate until paid
26 or until an action is commenced; however, the wages shall not continue for more than 30 days
27 for failure to pay an employee owed wages.

28 74. After Plaintiff's employment with Defendants ended, Defendants willfully

1 refused and continue to refuse to pay his unpaid wages as required by Labor Code Section 203.

2 75. Under this cause of action, Plaintiff prays for penalties due under the statutes
3 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
4 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
5 immediately preceding the filing of this lawsuit.

6 76. Under this cause of action, Plaintiff also prays for attorney's fees and costs
7 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
8 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

9 77. Under this cause of action, Plaintiff prays for penalties due under the statutes
10 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
11 proof at trial.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

14 **(California Labor Code Section 204)**

15 **(By Plaintiff against all Defendants)**

16 78. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

17 79. California Labor Code Section 204 establishes the fundamental right of all
18 employees in the State of California to be paid wages in a timely fashion for their work.

19 80. At all times relevant during the liability period, Defendants failed to pay
20 Plaintiff the full amount of all owed wages when due as required by California Labor Code
21 Section 204.

22 81. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
23 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
24 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
25 worked, including the minimum wage, overtime hours, double time hours, and premium pay
26 for missed meal and rest breaks.

27 82. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
28 an amount, subject to proof, to the extent he was not paid all wages each pay period. The

1 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
2 directly from Defendants' records or indirectly based on information from Defendants' records.

3 83. Under this cause of action, Plaintiff prays for penalties due under the statutes
4 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
5 proof at trial.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE PERSONNEL RECORDS**

8 **(Plaintiff against Defendants)**

9 84. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 85. Labor Code section 1198.5 dictates "every current and former employee, or his
11 or her representative, has the right to inspect and receive a copy of the personnel records that
12 the employer maintains relating to the employee's performance or to any grievance concerning
13 the employee."

14 86. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
15 employer shall make the contents of those personnel records available for inspection to the
16 current or former employee, or his or her representative, at reasonable intervals and at
17 reasonable times..." On information and belief, Defendants intentionally failed to provide
18 Plaintiff with personnel records when requested by Plaintiff via letter on May 25, 2024, as
19 required by law. Plaintiff requested his personnel records in accordance with California Labor
20 Code section 1198.5(k) on May 25, 2024 via certified U.S. mail.

21 87. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
22 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
23 suffered and continues to suffer substantial losses related to Defendants' failure to provide
24 personnel records.

25 88. Plaintiff seeks all available remedies for Defendants' violations including, but
26 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
27 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
28 amount of \$750.00, along with costs and attorney's fees.

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1 2004 (“PAGA”) because he was employed by Defendants during the applicable statutory
2 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
3 Plaintiff seeks to recover on his own behalf, on behalf of the State of California, and on behalf
4 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
5 PAGA, plus reasonable attorney’s fees and costs.

6 96. During the applicable time period, Defendants violated California Labor Code
7 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1197, 1198, and
8 2802.

9 97. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
10 behalf of themselves and other current or former employees, to bring a civil action to recover
11 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

12 98. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
13 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants’
14 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510,
15 512, 558, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
16 following amounts:

17 A. For violations of California Labor Code § 204, one hundred dollars
18 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
19 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
20 established by California Labor Code § 210).

21 B. For violations of California Labor Code § 226(a), two hundred fifty
22 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
23 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
24 established by California Labor Code § 226.3).

25 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
26 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
27 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
28 California Labor Code § 558).

1 D. For violations of California Labor Code § 1174, five hundred dollars
2 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
3 California Labor Code § 1174.5).

4 E. For violations of California Labor Code § 1197, one hundred dollars
5 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
6 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
7 per pay period (regardless of whether the initial violations were intentionally committed)
8 (penalty amounts established by California Labor Code § 1197.1).

9 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
10 246, 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee
11 per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
12 Employee per pay period for each subsequent violation (penalty amounts established by
13 California Labor Code § 2699(f)(2)).

14 99. Plaintiff has complied with the procedures for bringing suit specified in
15 California Labor Code § 2699.3. By letter dated May 25, 2024, Plaintiff filed written notice
16 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
17 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
18 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
19 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
20 take action in response within 65 calendar days of the date of Plaintiff’s notice.

21 100. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
22 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
23 connection with their claims for civil penalties.

24 **ELEVENTH CAUSE OF ACTION**

25 **RETALIATION**

26 **(Lab. Code § 1102.5)**

27 **(By Plaintiff against all Defendants)**

28 101. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

1 102. According to Labor Code section 1102.5, subdivision (b),

2 An employer, or any person acting on behalf of the employer, shall not retaliate
3 against an employee for disclosing information, or because the employer
4 believes that the employee disclosed or may disclose information, ... to a
5 person with authority over the employee or another employee who has the
6 authority to investigate, discover, or correct the violation or noncompliance,...
7 if the employee has reasonable cause to believe that the information discloses a
8 violation of state or federal statute, or a violation of or noncompliance with a
9 local, state, or federal rule or regulation, regardless of whether disclosing the
10 information is part of the employee's job duties.

11 103. According to Labor Code section 1102.5, subdivision (c), an employer may not
12 retaliate against an employee for refusing to participate in an activity that would result in a
13 violation of state or federal statute, or a violation or noncompliance with a state or federal rule
14 or regulation.

15 104. This statute reflects the broad public policy interest in encouraging workplace
16 whistleblowers to report unlawful acts without fearing retaliation.

17 105. Defendants were employers for purposes of California law.

18 106. Plaintiff was an employee of Defendants, performing work on behalf of
19 Defendants.

20 107. During his employment tenure, Plaintiff complained to management, including
21 his supervisor Manuel (last name unknown) about not being able to take his statutory meal and
22 rest breaks and not being paid overtime. In or around early January 2024, and because USA
23 MAINTENANCE was committing a plethora of labor code violations against Plaintiff,
24 Plaintiff requested to work one less day per week (6 days instead of 7 days). In response to
25 Plaintiff's complaints and schedule change request, USA Maintenance terminated his
26 employment on or around January 7, 2024. Defendants retaliated against Plaintiff and
27 terminated his employment for complaining about the labor code violations he was
28 experiencing to his supervisors with the expectation that they would investigate and correct the
29 violations.

30 108. As a direct and proximate result of the aforementioned acts and omissions of
31 Defendants, Plaintiff suffered general and compensatory damages, including but not limited

1 to, loss of income (past and future), loss of employment benefits (past and future), general and
2 compensatory damages (past and future), mental pain and anguish and emotional distress (past
3 and future), and will continue to suffer in the future, in an amount to be proved at trial.

4 109. Plaintiff requests all available relief under Labor Code § 1102.5 including
5 damages and the imposition of civil penalties of \$10,000 for each violation as well as
6 attorney's fees.

7 110. The foregoing conduct engaged in by Defendants and each of their directors,
8 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
9 ratified, and carried on with a conscious and willful disregard of their workers' right to work
10 in an environment free of retaliation and labor code violations, so as to justify the imposition
11 of punitive damages to punish and set an example of said Defendants.

12 **TWELFTH CAUSE OF ACTION**

13 **RETALIATION**

14 **(Lab. Code § 98.6)**

15 **(By Plaintiff against all Defendants)**

16 111. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

17 112. According to Labor Code section 98.6, subdivision (a), a person shall not
18 discharge an employee because the employee has filed a bona fide complaint or claim relating
19 to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written
20 or oral complaint that he or she is owed unpaid wages, or because of the exercise of any right
21 afforded him or her.

22 113. Defendants were employers for purposes of California law.

23 114. Plaintiff was an employee of Defendants, performing work on behalf of
24 Defendants.

25 115. Defendants retaliated against Plaintiff for making oral complaints about not
26 receiving proper statutory meal and rest breaks and not being paid overtime.

27 116. Pursuant to Labor Code sections 98.6(b), Plaintiff is entitled to reinstatement
28 and reimbursement for lost wages and work benefits in addition to \$10,000 for Defendants'

1 violation.

2 117. The foregoing conduct engaged in by Defendants and each of their directors,
3 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
4 ratified, and carried on with a conscious and willful disregard of their workers' right to work
5 in an environment free of retaliation and labor code violations, so as to justify the imposition
6 of punitive damages to punish and set an example of said Defendants.

7 **THIRTEENTH CAUSE OF ACTION**

8 **Violation of Labor Code § 232.5**

9 **(By Plaintiff Against All Defendants Except Defendant Manuel)**

10 118. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged
11 herein.

12 119. At all relevant times, Labor Code section 232.5 was in effect and was binding on
13 Defendants. This statute prohibited Defendants from disciplining any employee, or otherwise
14 adversely treating or retaliating against an employee who discloses information about the
15 employer's working conditions because of the employee's disclosures.

16 120. Plaintiff made disclosures of illegal conduct by Defendants, including the wage
17 and hour violations discussed above, and Defendants retaliated against him by taking adverse
18 employment actions, including termination of his employment.

19 121. As a proximate result of Defendants' violation of Labor Code § 232.5, Plaintiff
20 has suffered losses in earnings, bonuses, deferred compensation and other employment
21 benefits, and suffered, and continues to suffer, embarrassment, humiliation and mental anguish
22 all to Plaintiff's damage in an amount according to proof. Defendants committed the acts
23 alleged herein by acting knowingly and willfully, with the wrongful and illegal deliberate
24 intention of injuring Plaintiff, from improper motives amounting to malice, and in conscious
25 disregard of Plaintiff's rights. Plaintiff is thus entitled to recover nominal, actual,
26 compensatory, and punitive damages in amounts according to proof at time of trial, in addition
27 to any and all other remedies and damages allowable by law.

28 122. The acts taken toward Plaintiff were carried out by and/or ratified by the

1 corporate Defendants and/or managing agent employees of the Defendants, including
2 Defendant Manuel, acting in a despicable, oppressive, fraudulent, malicious, deliberate,
3 egregious, and inexcusable manner in order to injure and damage Plaintiff.

4 123. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
5 Pursuant to Code of Civil Procedure section 1021.5, the California Labor Code, and/or other
6 provisions of law, Plaintiff is entitled to recover reasonable attorneys' fees and costs in an
7 amount according to proof.

8 **FOURTEENTH CAUSE OF ACTION**

9 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

10 **(By Plaintiff against all Defendants except Defendant Manuel)**

11 124. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 125. Plaintiff was employed by Defendants.

13 126. At all times during his employment with Defendants, Plaintiff performed his
14 duties with the utmost diligence and competence.

15 127. The state statutes recited below embody fundamental, substantial, and well-
16 established public policies of the United States and State of California. By terminating
17 Plaintiff, Defendants violated these fundamental, substantial, and well-established public
18 policies.

19 (A) According to Labor Code section 1102.5, subdivision (b), an employer
20 shall not retaliate against an employee for disclosing information to a person with authority
21 over the employee who has the authority to correct the violation if the employee has
22 reasonable cause to believe that the information "discloses a violation of state or federal
23 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

24 (B) According to Labor Code section 98.6, subdivision (a), a person shall
25 not discharge an employee because the employee has made a written or oral complaint that he
26 or she is owed unpaid wages or because of the exercise of any right afforded him or her.

27 (C) Labor Code section 232.5, prohibits an employer from discharging or
28 retaliating against an employee who discusses or discloses information

1 about the employer's working conditions..

2 (D) In *Franklin v. Monadnock Co.* (2007) 151 Cal.App.4th 252, 260 the Court
3 stated, "An employer may not discharge an at will employee for a reason that violates
4 fundamental public policy. This exception is enforced through tort law by permitting the
5 discharged employee to assert against the employer a cause of action for wrongful discharge in
6 violation of fundamental public policy.

7 128. Plaintiff complained to management, including Defendant, about not receiving
8 proper statutory breaks and not being paid overtime. In or around early January 2024, and
9 because USA MAINTENANCE was committing a plethora of labor code violations against
10 Plaintiff, Plaintiff requested to work one less day per week (6 days instead of 7 days). In
11 response to Plaintiff's complaints and schedule change request, USA Maintenance terminated
12 his employment on or around January 7, 2024. Defendants retaliated against Plaintiff and
13 terminated his employment for complaining about the labor code violations he was
14 experiencing to his supervisors with the expectation that they would investigate and correct the
15 violations.

16 129. Moreover, Plaintiff was forced to hire an attorney to assist him to end these
17 illegal activities.

18 130. As set forth above, said actions by Defendants were wrongful and in violation
19 of the fundamental principles of the public policy of the State of California as reflected in its
20 laws, objectives and policies. Said statutes and constitutional expressions of public policy
21 include, but are not limited to, the California Labor Code, and the California Constitution,
22 Article 1 section 8. These laws inure to the benefit of the public at large, and not just the
23 private interests of the employers and employees whom they govern or protect.

24 131. As a direct and proximate result of the aforementioned acts and omissions of
25 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
26 loss of income (past and future), loss of employment benefits (past and future), general and
27 compensatory damages (past and future), mental pain and anguish and emotional distress (past
28 and future), and will continue to suffer in the future, in an amount to be proved at trial.

132. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation and labor code violations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

FIFTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff against all Defendants except Defendant Manuel)

133. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

134. At all relevant times during the applicable limitations period, Plaintiff has been an employee of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

135. Defendants engaged in unfair competition by failing to 1) pay Plaintiff for all hours worked at the correct rates of pay and 2) pay Plaintiff premium wages for workdays during which one or more meal or rest periods were not provided, and 3) reimburse Plaintiff for necessary business expenses incurred in the course of performing his duties.

136. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, refrain from retaliatory practices and prevent retaliation pay their employees premium wages for workdays in which they did not provide employees with one or more meal and rest periods, indemnify them for all business expenses incurred during the course of performing their duties, including, but not limited to, uniform, supplies, and mobile phone, and pay them all wages earned.

137. As a result of Defendants' unfair competition as alleged herein, Plaintiff has suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all

1 hours worked, failed to provide him with premium wages for missed meal and rest periods,
2 and failed to reimburse Plaintiff for all expenses he incurred in the course of performing his
3 duties.

4 138. Pursuant to California Business & Professions Code § 17203, Plaintiff is
5 entitled to restitution of all monies rightfully belonging to him that Defendants did not pay him
6 or otherwise retained by means of their unlawful and unfair business practices.

7 139. Plaintiff is entitled to reasonable attorneys' fees in connection with his unfair
8 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
9 benefit doctrine and/or the common fund doctrine.

10 140. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
11 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
12 thereon, as permitted by law, all in amounts subject to proof.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 15 1. For compensatory damages including lost past and future wages, commissions, and all
16 other sums of money, including employment benefits, together with interest on said
17 amounts, and any other economic injury to Plaintiff, according to proof;
- 18 2. For general damages according to proof;
- 19 3. For special and consequential damages to the extent allowed by law;
- 20 4. For punitive and exemplary damages against corporate Defendant in an amount subject
21 to proof;
- 22 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
23 subject to proof at trial;
- 24 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
25 7. proof at trial;
- 26 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
27 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 28 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major

- 1 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 2 10. For maximum civil penalties available under the Labor Code and applicable Wage
- 3 Order against Defendants as described more particularly in the Complaint;
- 4 11. For restitution and disgorgement for all unfair business practices by corporate
- 5 Defendants against Plaintiff in an amount according to proof;
- 6 12. For an order enjoining corporate Defendants from further unfair and unlawful business
- 7 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 8 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
- 9 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
- 10 damages, damages, penalties, and waiting time penalties according to proof to the
- 11 extent permitted by law;
- 12 14. For the imposition of civil penalties and/or statutory penalties;
- 13 15. For all interest as allowed by law;
- 14 16. For all costs and disbursements incurred in this suit;
- 15 17. Reasonable attorney's fees where available by law, including but not limited to,
- 16 pursuant to, Labor Code section 2698 *et seq.*, Code of Civil Procedure section 1021.5,
- 17 and/or other applicable laws; and
- 18 18. For such other and further relief as this Court may deem proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

21

22 Dated: September 23, 2024

MM LAW, APC

23 By Maralle Messrelian

24 Maralle Messrelian, Esq.

25 Attorney for Plaintiff,

26 HIPOLITO LORENZO ONOFRE

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