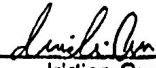


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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 01 2024

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

WILLARD RALEIGH, on behalf of himself
and on behalf of all others similarly situated,

Plaintiff,

vs.

SUNSTATES SECURITY, INC., a Delaware
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CIVSB2413413

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")**

1. FAILURE TO PAY WAGES
2. FAILURE TO PROVIDE MEAL PERIODS
3. FAILURE TO PROVIDE REST PERIODS
4. FAILURE TO REIMBURSE BUSINESS EXPENSES
5. UNLAWFUL WAGE DEDUCTIONS
6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
7. VIOLATIONS OF THE UNFAIR COMPETITION LAW
8. PAGA CIVIL PENALTIES FOR FAILURE TO PAY ALL WAGES
9. PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE MEAL PERIODS
10. PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE REST PERIODS

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- 11. PAGA CIVIL PENALTIES FOR
FAILURE TO REIMBURSE BUSINESS
EXPENSES**
- 12. PAGA CIVIL PENALTIES FOR
UNLAWFUL WAGE DEDUCTIONS**
- 13. PAGA CIVIL PENALTIES FOR
FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS**
- 14. PAGA CIVIL PENALTIES FOR
FAILURE TO MAINTAIN ACCURATE
RECORDS**
- DEMAND FOR JURY TRIAL**

1 Plaintiff WILLARD RALEIGH, (“Plaintiff”), on behalf of himself and all others
2 similarly situated, and as a Representative of the State of California’s Labor and Workforce
3 Development Agency (“LWDA”), complains and alleges as follows:

4 **NATURE OF CLAIM**

5 1. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382
6 on behalf of himself and all California non-exempt Security Officers employed by
7 SUNSTATES SECURITY, INC. and Does 1 through 10 (collectively “Defendants”) at any time
8 since the four years preceding the filing of this Complaint (“Plaintiff Class”).

9 2. Plaintiff alleges Defendants failed to: pay for all compensable hours worked;
10 provide legally compliant duty-free and uninterrupted meal and rest periods or pay premium
11 wages; reimburse necessary business-related expenses; and provide accurate itemized wage
12 statements showing the correct rates of pay and accurate total hours worked. Plaintiff alleges
13 Defendants’ failure to pay wages and provide expense reimbursements also violates Business
14 and Professions Code sections 17200, *et seq.* Plaintiff seeks unpaid wages, liquidated damages,
15 interest, attorneys’ fees, and costs.

16 3. Plaintiff also brings this Representative Action under the Private Attorneys
17 General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of himself and all
18 other aggrieved employees employed by Defendants in the State of California, for civil
19 penalties pursuant to the PAGA for Defendants’ failure to: pay for all compensable hours
20 worked; provide legally compliant duty-free and uninterrupted meal and rest periods or pay
21 premium wages; reimburse necessary business-related expenses; and provide accurate itemized
22 wage statements showing the correct rates of pay and accurate total hours worked.

23 4. Plaintiff gave written notice of these claims to the California Labor and
24 Workforce Development Agency (“LWDA”) on May 24, 2024 pursuant to Labor Code section
25 2699.3, and there has been no LWDA intervention within 65 days of this notice. Plaintiff seeks
26 civil penalties under the PAGA as a representative of the State of California and has standing as
27 an aggrieved employee. Plaintiff seeks to represent all Defendants’ non-exempt employees in
28 the State of California who suffered one or more of the violations alleged (“aggrieved

employees”) during the “PAGA Period” (one year plus 65 days prior to the date of the filing of this complaint until the start of trial). Labor Code §§ 2698, *et seq.*, 2699.3(a)(2)(C).

PARTIES

5. Plaintiff WILLARD RALEIGH is a resident of California. Plaintiff has worked as an hourly, non-exempt Security Officer for Defendants from approximately 2022 through the present.

6. Defendant SUNSTATES SECURITY, INC. is a corporation registered in Delaware, doing business throughout the State of California. SUNSTATES SECURITY, INC. is “recognized as one of America’s top 10 largest security providers” committed to “providing dedicated security personnel services.” (<https://www.sunstatesecurity.com>, last accessed April 30, 2024.)

7. Does 1 through 10, inclusive, are persons or entities whose true names and identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when known. Plaintiff is informed and believes each Doe defendant is the agent, representative, or parent or subsidiary corporation of SUNSTATES SECURITY, INC., is responsible in some manner for the occurrences and injuries alleged, and that harm suffered by Plaintiff and members of the Plaintiff Class was proximately caused by them in addition to SUNSTATES SECURITY, INC.

8. Plaintiff is informed, believes, and alleges each Defendant, including each Doe defendant, acted in concert with each and every other Defendant, intended to and did participate in the practices alleged, and was a proximate cause of damage and injury to Plaintiff and members of the Plaintiff Class.

9. At all relevant times each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment.

JURISDICTION AND VENUE

10. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure, section 395. Defendants conduct business in San Bernardino County, California and each Defendant is within the jurisdiction of this Court for service of process

1 purposes. The unlawful acts alleged have a direct effect on Plaintiff and members of the
2 Plaintiff Class within the State of California and San Bernardino County. Defendants employed
3 Plaintiff and numerous members of the Plaintiff Class in San Bernardino County. There is no
4 federal question at issue, as the issues are based solely on California statutes and law, including
5 the Labor Code, IWC Wage Order 9-2001, Code of Civil Procedure, Civil Code, and Business
6 and Professions Code.

7 11. Business and Professions Code section 17203 provides that any person who
8 engages in unfair competition may be enjoined in any court of competent jurisdiction. Business
9 and Professions Code section 17204 provides that any person, acting on his own behalf, may
10 bring an action in a court of competent jurisdiction.

11 12. No federal question is raised and the Class Action Fairness Act ("CAFA"), 28
12 U.S.C. section 1332(d), does not apply, or in the alternative, local case or controversy
13 exceptions apply and prohibit removal of this action. Based on his rate of pay, Plaintiff's
14 individual claims do not meet the amount in controversy to implicate traditional diversity
15 jurisdiction.

16 13. Further, as a representative action under the PAGA, the matter is not subject to
17 removal under 28 U.S.C. §§ 1332(a)-(d). PAGA civil penalty actions are not subject to federal
18 jurisdiction.

19 **GENERAL ALLEGATIONS**

20 14. At all relevant times, Plaintiff, members of the Plaintiff Class, and aggrieved
21 employees were employed by Defendants in California, and Defendants conducted business in
22 California.

23 15. At times, Defendants failed to provide Plaintiff, members of the Plaintiff Class,
24 and aggrieved employees all required wages for all hours worked or subject to Defendants'
25 control off-the-clock, including time spent being available to and perform work-related duties
26 off-the-clock during meal and rest periods.

27 16. At times, Defendant failed to pay all wages due to Defendant's practice of
28 paying on rounded hours rather than actual hours worked.

1 17. At times, Defendant failed to pay overtime wages to Plaintiff, members of the
2 Plaintiff Class, and aggrieved employees due to Defendant's practice of failing to pay wages for
3 hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek.

4 18. At times, Defendants failed to provide Plaintiff, members of the Plaintiff Class,
5 and aggrieved employees with legally compliant, off-duty and uninterrupted meal and rest
6 periods due to Defendant's practice of requiring Plaintiff, members of the Plaintiff Class, and
7 aggrieved employees to execute an invalid and unlawful on-duty meal period agreement and
8 requiring Plaintiff, members of the Plaintiff Class, and aggrieved employees to remain on-duty
9 and on-call during all meal breaks despite the fact that the nature of the work did not prevent
10 Plaintiff, members of the Plaintiff Class, and aggrieved employees from being relieved of all
11 duties during meal breaks.

12 19. At times, Defendants failed to reimburse Plaintiff, members of the Plaintiff
13 Class, and aggrieved employees for reasonable and necessary business-related expenses. For
14 instance, Defendants required Plaintiff, members of the Plaintiff Class, and aggrieved
15 employees to use personal cell phones for work-related purposes, such as logging in and out for
16 breaks, but did not reimburse work-related cell phone expenses.

17 20. At times, Defendants failed to provide accurate itemized wage statements to
18 Plaintiff, members of the Plaintiff Class, and aggrieved employees since the wage statements
19 provided did not include, among other things, the total number of hours worked, the number of
20 hours worked at each corresponding rate of pay, and the accurate number of hours worked.
21 Because Defendants failed to compensate Plaintiff, members of the Plaintiff Class, and
22 aggrieved employees for all hours worked, some itemized wage statements provided by
23 Defendants to Plaintiff, members of the Plaintiff Class, and aggrieved employees were
24 inaccurate. As a result, some wage statements Defendants furnished to Plaintiff, members of the
25 Plaintiff Class, and aggrieved employees were incomplete and inaccurate and fail to comply
26 with the requirements of Labor Code section 226(a).

27 21. Defendants' failure, at times, to: pay wages for hours worked off the clock
28 including time worked during meal and rest periods; reimburse necessary business-related

1 expenses; and provide accurate, itemized wage statements are the result of Defendant's centrally
2 devised and uniformly implemented policies and practices.

3 22. In addition to other remedies, Plaintiff, on behalf of himself and members of the
4 Plaintiff Class, seeks declaratory and injunctive relief, restitution, and disgorgement of all
5 benefits obtained by Defendants as a result of violations alleged. Business and Professions Code
6 §§ 17200, *et seq.*

7 **CLASS ACTION ALLEGATIONS**

8 23. Plaintiff seeks to represent and certify a Class of:

9 **Plaintiff Class**

10 All Defendants' California-based Security Officers, at any time during the
four years before the filing of this Complaint through the date of trial.

11 24. Plaintiff seeks to certify a subclass of employees defined as:

12 **Unpaid Wages Subclass**

13 All members of the Plaintiff Class who performed work while not clocked
in for their scheduled shift.

14 25. Plaintiff seeks to certify a subclass of employees defined as:

15 **Meal Period Subclass**

16 All Members of the Plaintiff Class who worked one or more period(s) in
excess of five (5) hours.

17 26. Plaintiff seeks to certify a subclass of employees defined as:

18 **Rest Period Subclass**

19 All Members of the Plaintiff Class who worked one or more period(s) in
excess of three and one-half (3.5) hours.

20 27. Plaintiff seeks to certify a subclass of employees defined as:

21 **Expense Reimbursement Subclass**

22 All members of the Plaintiff Class who incurred business-related
expenses, including but not limited to cell phone expenses.

23 28. Plaintiff seeks to certify a subclass of employees defined as:

24 **Wage Deduction Subclass**

25 All members of the Plaintiff Class who performed work while clocked in
during a meal or rest period.

26 29. Plaintiff seeks to certify a subclass of employees defined as:

27 **Wage Statement Subclass**

28 All members of the Plaintiff Class who received one or more itemized
wage statements during the one year preceding the filing of this
Complaint.

30. Plaintiff seeks to certify a subclass of employees defined as:

UCL Subclass

All Plaintiff Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

31. Plaintiff reserves the right to amend or modify the Plaintiff Class or subclass descriptions, including by division into further subclasses or limitation to particular issues. California Rule of Court 3.765(b).

32. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

33. **Ascertainable Class**: The proposed Plaintiff Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

34. **Numerosity**: The potential members of the Plaintiff Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Plaintiff Class and Subclasses is unknown to Plaintiff but is estimated to be in excess of 100 individuals. The number and identity of members can be readily ascertained using Defendants' records.

35. **Typicality**: The claims of Plaintiff are typical of the claims of all members of the Plaintiff Class and Subclasses because all members of the Plaintiff Class and Subclasses sustained similar injuries and damages caused by Defendants' common course of conduct in violation of law.

36. **Adequacy**: Plaintiff is an adequate representative of the Plaintiff Class and Subclasses, will fairly protect the interests of the Plaintiff Class and Subclass Members and has no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are competent, skilled, and experienced in litigating large employment law class actions.

37. **Superiority**: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Plaintiff Class Members is

1 not practicable, and questions of law and fact common to the Class predominate over questions
2 affecting only individual Plaintiff Class Members. A Class action will allow those similarly
3 situated to litigate their claims in the most efficient and economical manner for the parties and
4 the judicial system. Plaintiff is unaware of any difficulties likely to be encountered in the
5 management of this action that precludes its maintenance as a class action.

6 38. The predominating common questions of law and fact include:

- 7 a. Whether Defendants have a policy and practice of failing to pay wages for
8 work performed, or time under Defendants' control, outside of time clocked
9 in;
- 10 b. Whether Defendants have a policy and practice of failing to pay wages for all
11 hours due to its practice of paying on rounded hours rather than actual hours
12 worked;
- 13 c. Whether Defendants have a policy and practice of failing to provide
14 compliant meal periods or premiums in lieu thereof;
- 15 d. Whether Defendants have a policy and practice of failing to authorize and
16 permit compliant paid rest periods or pay premiums in lieu thereof;
- 17 e. Whether Defendants have a policy or practice of failing to reimburse for
18 some necessary business-related expenses, including cell phone expenses;
- 19 f. Whether Defendants have a policy or practice of deducting wages for work
20 performed during meal and rest periods;
- 21 g. Whether Defendants have a policy or practice of failing to provide, at times,
22 accurate itemized wage statements;
- 23 h. Whether Defendants violated Sections 17200, *et seq.* of the Business and
24 Professions Code; and
- 25 i. Whether the Plaintiff Class and Subclasses are entitled to equitable relief
26 pursuant to Business and Professions Code, sections 17200, *et seq.*

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Pay Wages

[Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198; “Hours and Days of Work” and “Minimum Wages” Sections of the Applicable IWC Wage Order]

(By Plaintiff and Members of the Unpaid Wages Subclass)

39. Plaintiff incorporates the preceding paragraphs of this Complaint.

40. Labor Code section 1194, subdivision (a) provides: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

41. Labor Code section 510, subdivision (a) provides, in pertinent part: “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 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

42. The “Hours and Days of Work” Section of the applicable IWC Wage Order provides, in part, that an employer may not pay non-exempt employees less than the applicable overtime rate 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.

43. Defendant had the ability to pay for the precise hours of work but opted instead to utilize a compensation practice of paying based on rounded time as opposed to actual hours worked. Due to Defendant’s practice of paying based on rounded time rather than actual hours worked, Defendants failed to pay all wages due, including minimum wages to Plaintiff, and violated Labor Code sections 1194, 1197, and 1198, and the “Minimum Wages” section of the

1 applicable Wage Order.

2 44. By failing to pay wages to Plaintiff and members of the Unpaid Wages Subclass,
3 or some of them, for time they spent under Defendants' control but not clocked in, including
4 during meal and rest periods, Defendants violated Labor Code sections 510 and 1194.

5 45. By failing to pay overtime wages to Plaintiff and members of the Unpaid Wages
6 Subclass, or some of them, for hours worked in excess of eight (8) hours in a workday and/or
7 forty (40) hours in a workweek, Defendants violated sections 510 and 1194.

8 46. Plaintiff and members of the Unpaid Wages Subclass are entitled to recover
9 these wages, with liquidated damages, and interest, attorneys' fees, and costs. See Lab. Code §§
10 1194.2, 1194, 218.6.

11 **SECOND CAUSE OF ACTION**

12 **Failure to Provide Meal Periods**

13 **[Labor Code §§ 512, 226.7; "Meal Period" Section of the applicable IWC Wage Order]**

14 **(By Plaintiff and Members of the Meal Period Subclass)**

15 47. Plaintiff incorporates the preceding paragraphs of this Complaint.

16 48. Labor Code section 226.7(b) states in pertinent part: "No employer shall require
17 an employee to work during any meal or rest period or recovery period mandated pursuant to an
18 applicable... order of the Industrial Welfare Commission."

19 49. Labor Code section 226.7(c) states in pertinent part: "If an employer fails to
20 provide an employee a meal period or rest period or recovery period in accordance with... an
21 applicable order of the Industrial Welfare Commission, ... the employer shall pay the employee
22 one additional hour of pay at the employee's regular rate of compensation for each work day
23 that the meal or rest period or recovery period is not provided."

24 50. Labor Code section 512(a) states in pertinent part: "An employer shall not
25 employ an employee for a work period of more than five hours per day without providing the
26 employee with a meal period of not less than 30 minutes... An employer shall not employ an
27 employee for a work period of more than 10 hours per day without providing the employee with
28 a second meal period of not less than 30 minutes..." Labor Code section 226.7(b) states that
"An employer shall not require an employee to work during a meal or rest or recovery period

1 mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the
2 Industrial Welfare Commission....”

3 51. On information and belief, Defendants failed to provide Plaintiff and members of
4 the Meal Period Subclass with legally compliant, off-duty and uninterrupted meal periods due to
5 Defendant’s practice of requiring Plaintiff and members of the Plaintiff Class to execute an
6 invalid and unlawful on-duty meal period agreement and requiring Plaintiff and members of the
7 Meal Period Subclass to remain on-duty and on-call during all meal breaks despite the fact that
8 the nature of the work did not prevent Plaintiff and members of the Meal Period Subclass from
9 being relieved of all duties during meal breaks.

10 52. On information and belief, during Plaintiff’s employment, Defendants failed to
11 provide Plaintiff with all off-duty meal periods as required by Labor Code sections 226.7 and
12 512, and Section 11 of the applicable IWC Wage Order, due to Defendants’ policy of requiring
13 Plaintiff to respond to work-related calls or and remain on-call during meal breaks. Therefore,
14 all meal breaks taken were not off-duty and uninterrupted as required by California law.

15 53. By failing to provide duty-free meal periods of at least thirty minutes for shifts of
16 five hours, starting before the end of the fifth hour of work, and failing to pay Plaintiff and all
17 Meal Period Subclass Members one hour of pay at their regular rate for each day a meal period
18 was not provided, Defendants willfully violated Labor Code sections 226.7 and 512.

19 54. Defendants’ unlawful acts deprived Plaintiff and members of the Meal Period
20 Subclass of premium wages in amounts to be determined at trial, and they are entitled to
21 recover such amounts, plus interest, attorneys’ fees, and costs.

22 **THIRD CAUSE OF ACTION**
23 **Failure to Provide Rest Periods**
24 **[Labor Code § 226.7; “Rest Periods” Section of the Applicable IWC Wage Order]**
(By Plaintiff and Members of the Rest Period Subclass)

25 55. Plaintiff incorporates the preceding paragraphs of this Complaint.

26 56. Labor Code section 226.7(b) states in pertinent part: “No employer shall require
27 an employee to work during any meal or rest period or recovery period mandated pursuant to
28 an applicable... order of the Industrial Welfare Commission.”

1 57. Labor Code section 226.7(c) states in pertinent part: “If an employer fails to
2 provide an employee a meal period or rest period or recovery period in accordance with... an
3 applicable order of the Industrial Welfare Commission, ... the employer shall pay the employee
4 one additional hour of pay at the employee s regular rate of compensation for each work day
5 that the meal or rest period or recovery period is not provided.”

6 58. On information and belief, during Plaintiff’s employment, Defendants failed to
7 provide Plaintiff with off-duty rest periods as required by Labor Code section 226.7 and the
8 “Rest Periods” Section of the applicable IWC Wage Order, due to Defendants’ policy of
9 requiring Plaintiff to respond to work-related calls and remaining on-duty while taking rest
10 breaks. Therefore, all rest breaks taken were not off-duty as required by California law.

11 59. By failing to authorize and permit Plaintiff and all Rest Period Subclass
12 Members to receive a rest period of at least 10 minutes for every four (4) hours or major
13 fraction thereof worked per day, and by failing to provide premium wages at the regular rate of
14 pay when these periods were not permitted or authorized, Defendants willfully violated the
15 provisions of Labor Code section 226.7.

16 60. Defendants’ unlawful acts deprived Plaintiff and members of the Rest Period
17 Subclass of premium wages in amounts to be determined at trial, and they are entitled to
18 recover such amounts, plus interest, attorneys’ fees, and costs.

19 **FOURTH CAUSE OF ACTION**
20 **Failure to Reimburse Business Expenses**
21 **[Labor Code §§ 2802 and 2802]**

22 **(By Plaintiff and Members of the Expense Reimbursement Subclass)**

23 61. Plaintiff incorporates the preceding paragraphs of this Complaint.

24 62. Labor Code section 2802(a) provides: “An employer shall indemnify his or her
25 employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
27 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
28 believed them to be unlawful.”

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63. Labor Code section 2802(b) provides: “All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

64. Labor Code section 2802(c) provides: “For purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

65. By failing to reimburse Plaintiff and the Expense Reimburse Subclass, or some of them, for necessary business-related expenses they incurred, including for personal cell phone expenses, Defendants violated Labor Code sections 2802 and 1198.

66. Plaintiff and members of the Expense Reimbursement Subclass are entitled to recover these expense reimbursements, with interest, attorneys’ fees and costs. See Lab. Code §§ 2802, subd. (b)-(c).

FIFTH CAUSE OF ACTION
Unlawful Wage Deductions
[Labor Code §§ 221 and 224]

(By Plaintiff and Members of the Wage Deduction Subclass)

67. Plaintiff incorporates the preceding paragraphs of this Complaint.

68. California Labor Code sections 221 and 224 provide that an employer may only lawfully withhold amounts from an employee’s wages when (1) required or empowered to do so by state or federal law; (2) when a deduction is expressly authorized in writing by the employee to cover insurance premiums, benefit plan contributions, or other deductions not amounting to a rebate on the employee’s wages; or (3) when a deduction to cover health, welfare or pension contributions is expressly authorized by a wage or collective bargaining agreement.

69. Defendants’ conduct as alleged herein has violated Cal. Labor Code sections 221-224 insofar as Defendants deducted wages for hours worked during meal and rest periods.

70. Pursuant to Cal. Labor Code sections 218, 218.5, and 218.6, Plaintiff and members of the Wage Deduction Subclass are entitled to payment of unpaid wages or compensation, including interest thereon, as well as reasonable attorney’s fees, and costs of suit.

SIXTH CAUSE OF ACTION

**Failure to Provide Accurate Itemized Wage Statements
[Labor Code §§ 226(a), 226.3, 1198, 2699, and the “Records” Section of the
applicable IWC Wage Order]**

(By Plaintiff Members of the Wage Statement Subclass)

71. Plaintiff incorporates the preceding paragraphs of this Complaint.

72. Labor Code section 226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing”: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

73. The Records Section of the applicable IWC Wage Order states in relevant part that the employer shall keep accurate information regarding, “Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee; Total hours worked in the payroll period and applicable rates of pay.”

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1 74. All employers must provide employees accurate, itemized wage statements
2 showing, among other things, the total number of hours worked, and the number of hours
3 worked at each corresponding rate of pay. Labor Code § 226.

4 75. Defendants knowingly failed to comply with Labor Code section 226 by, among
5 other things, failing to provide Plaintiff accurate itemized wage statements showing the
6 accurate total number of hours he worked, and the number of hours worked at each
7 corresponding rate of pay.

8 76. Labor Code section 226(e) states: “An employee suffering injury as a result of a
9 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
10 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
11 a violation occurs and one hundred dollars (\$100) per employee for each violation in a
12 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000),
13 and is entitled to an award of costs and reasonable attorneys’ fees.” Labor Code section
14 226(e)(2)(B) states: “An employee is deemed to suffer injury for purposes of this subdivision if
15 the employer fails to provide accurate and complete information as required by any one or
16 more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
17 easily determine from the wage statement alone one or more of the following: (i) The amount
18 of gross wages or net wages paid to the employee during the pay period or any other
19 information required to be provided on the itemized wage statement pursuant to items (2) to
20 (4), inclusive, (6) and (9) of subdivision (a)...” Because Plaintiff’s wage statements did not
21 include, among other things, an accurate accounting of gross wages earned, or the accurate total
22 hours worked, he is deemed to have suffered injury.

23 77. Labor Code section 226(h) states: “An employee may also bring an action for
24 injunctive relief to ensure compliance with this section and is entitled to an award of costs and
25 reasonable attorney’s fees.”

26 78. Labor Code section 226.3 states, in part: “Any employer who violates
27 subdivision (a) of section 226 shall be subject to a civil penalty in the amount of two hundred
28 fifty dollars (\$250) per employee per violation in an internal citation and one thousand dollars

1 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails
2 to keep the records required in subdivision (a) of Section 226. The civil penalties provided for
3 in this section are in addition to any other penalty provided by law.”

4 79. As a consequence of Defendants’ knowing and intentional failure to comply
5 with Labor Code section 226(a), Plaintiff and members of the Wage Statement Subclass are
6 entitled to actual damages or penalties not to exceed \$4,000 for each employee pursuant to
7 Labor Code section 226(b), together with interest, attorneys’ fees, and costs.

8 **SEVENTH CAUSE OF ACTION**
9 **Violation of the Unfair Competition Law**
10 **[Bus. & Prof. Code §§ 17200, *et seq.*]**
11 **(By Plaintiff and Members of the UCL Subclass)**

12 80. Plaintiff incorporates the preceding paragraphs of this Complaint.

13 81. The California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code
14 sections 17200, *et seq.*, defines unfair competition to include any “unlawful,” “unfair,” or
15 “fraudulent” business act or practice. Cal. Bus. & Prof. Code § 17200.

16 82. Defendants’ conduct as described above constitutes unlawful business practices
17 because Defendants violated: the California Labor Code, including but not limited to Sections
18 510 and 1194 (wages) and 2802 (reimbursement of business expenses).

19 83. Defendants’ conduct as described above constitutes unfair business practices
20 because their denial of lawfully earned wages outweighs any utility of such practices.

21 84. As a result of Defendants’ unlawful and unfair conduct, Plaintiff and members
22 of the UCL Subclass suffered injury in fact.

23 85. Plaintiff and members of the UCL Subclass seek declaratory and injunctive
24 relief, restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203,
25 17204.

26 86. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and
27 members of the UCL Subclass are entitled to recover reasonable attorneys’ fees, costs, and
28 expenses incurred in bringing this action.

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1 87. This cause of action is brought as a cumulative remedy and is intended as an
2 alternative remedy for restitution for Plaintiff, and each member of the UCL Subclass, of some
3 of them, for the four (4) year period before the filing of this Complaint, and as the primary
4 remedy during the fourth year before the filing of this Complaint. Business and Professions
5 Code § 17205.

6 **EIGHTH CAUSE OF ACTION**
7 **PAGA Civil Penalties for Failure to Pay Wages for all Hours Worked**
8 **(By Plaintiff and Aggrieved Employees)**

8 88. Plaintiff incorporates the preceding paragraphs of this Complaint.

9 89. “Notwithstanding any agreement to work for a lesser wage, any employee
10 receiving less than the legal minimum wage or the legal overtime compensation applicable to
11 the employee is entitled to recover in a civil action the unpaid balance of the full amount of this
12 minimum wage or overtime compensation, including interest thereon, reasonable attorney’s
13 fees, and costs of suit.” Labor Code § 1194(a).

14 90. “[A]ny provision of this code that provides for a civil penalty to be assessed and
15 collected by the Labor and Workforce Development Agency or any of its departments,
16 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
17 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
18 himself or herself and other current or former employees pursuant to the procedures specified
19 in Section 2699.3.” Labor Code § 2699(a).

20 91. “For all provisions of this code except those for which a civil penalty is
21 specifically provided, there is established a civil penalty for a violation of these provisions []
22 (2) If, at the time of the alleged violation, the person employs one or more employees, the civil
23 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the
24 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
25 for each subsequent violation.” Labor Code § 2699(f)(2).

26 92. Section 2699.3(a) applies to any alleged violation of Labor Code sections 510,
27 1194, and 1194.1, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

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1 93. Due to their practice of paying based on rounded time rather than actual hours
2 worked, Defendants failed to pay minimum, regular, and overtime wages during the PAGA
3 Period. Plaintiff will seek \$100 for the initial pay period an employee was underpaid, and \$200
4 for each subsequent violation.

5 94. By failing to pay wages to Plaintiff and aggrieved employees for time they spent
6 under Defendants' control but not clocked in, including during meal and rest periods,
7 Defendants failed to pay minimum, regular, and overtime wages during the PAGA Period.
8 Plaintiff will seek \$100 for the initial pay period an employee was underpaid, and \$200 for
9 each subsequent violation

10 95. Defendants' conduct violates the applicable Wage Order(s) by failing to pay
11 minimum wages to employees. Plaintiff will also seek \$50 for the initial pay period an
12 employee was underpaid, and \$100 for each subsequent violation.

13 96. Plaintiff, as a representative of the general public, will and does seek to recover
14 any and all civil penalties for each and every violation, in an amount according to proof, as to
15 those penalties that are otherwise only available in public agency enforcement actions. Civil
16 penalties recovered will be distributed in accordance with the PAGA, with 75% of civil
17 penalties recovered provided to the LWDA on behalf of the State of California.

18 **NINTH CAUSE OF ACTION**
19 **PAGA Civil Penalties for Failure to Provide Meal Periods**
 (By Plaintiff and Aggrieved Employees)

20 97. Plaintiff incorporates the preceding paragraphs of this Complaint.

21 98. By failing to provide legally compliant, off-duty and uninterrupted meal periods
22 due to Defendant's practice of requiring Plaintiff and aggrieved employees to execute an
23 invalid and unlawful on-duty meal period agreement and requiring Plaintiff and aggrieved to
24 remain on-duty and on-call during all meal breaks despite the fact that the nature of the work
25 did not prevent Plaintiff and aggrieved employees from being relieved of all duties during meal
26 breaks, Defendants willfully violated Labor Code sections 226.7 and 512 and the applicable
27 Wage Order(s).

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1 99. By failing to pay employees one hour of pay at their regular rate of
2 compensation for each workday a meal period was not provided, Defendants willfully violated
3 Labor Code sections 226.7 and 512, and the applicable Wage Order(s).

4 100. “[A]ny provision of this code that provides for a civil penalty to be assessed and
5 collected by the Labor and Workforce Development Agency or any of its departments,
6 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
7 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
8 himself or herself and other current or former employees pursuant to the procedures specified
9 in Section 2699.3.” Labor Code § 2699(a).

10 101. “For all provisions of this code except those for which a civil penalty is
11 specifically provided, there is established a civil penalty for a violation of these provisions []
12 (2) If, at the time of the alleged violation, the person employs one or more employees, the civil
13 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the
14 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
15 for each subsequent violation.” Labor Code § 2699(f)(2).

16 102. Section 2699.3(a) applies to any alleged violation of Labor Code sections 22.76
17 and 512, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5

18 103. During the PAGA Period, Defendants failed to provide compliant meal periods.
19 Plaintiff will seek penalties of \$100 for the initial pay period an employee was underpaid, and
20 \$200 for each subsequent violation. Labor Code § 2699(f)(2).

21 104. Plaintiff, as a representative of the general public, will and does seek to recover
22 any and all civil penalties for each and every violation, in an amount according to proof, as to
23 those penalties that are otherwise only available in public agency enforcement actions. Civil
24 penalties recovered will be distributed in accordance with the PAGA, with 75% of civil
25 penalties recovered provided to the LWDA on behalf of the State of California.

26 **TENTH CAUSE OF ACTION**
27 **PAGA Civil Penalties for Failure to Provide Rest Periods**
28 **(By Plaintiff and Aggrieved Employees)**

105. Plaintiff incorporates the preceding paragraphs of this Complaint.

1 106. By failing to authorize and permit a rest period of at least 10 minutes for every
2 four (4) hours or major fraction thereof worked per day, Defendants willfully violated
3 provisions of Labor Code section 226.7 and the applicable Wage Order(s).

4 107. By failing to pay employees one hour of pay at their regular rate of
5 compensation for each day a compliant rest period was not authorized and permitted,
6 Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable
7 Wage Order(s).

8 108. “[A]ny provision of this code that provides for a civil penalty to be assessed and
9 collected by the Labor and Workforce Development Agency or any of its departments,
10 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
11 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
12 himself or herself and other current or former employees pursuant to the procedures specified
13 in Section 2699.3.” Labor Code § 2699(a).

14 109. “For all provisions of this code except those for which a civil penalty is
15 specifically provided, there is established a civil penalty for a violation of these provisions []
16 (2) If, at the time of the alleged violation, the person employs one or more employees, the civil
17 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the
18 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
19 for each subsequent violation.” Labor Code § 2699(f)(2).

20 110. Section 2699.3(a) applies to any alleged violation of Labor Code section 226.7,
21 and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

22 111. During the PAGA Period, Defendants failed to provide rest periods. Plaintiff
23 will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for
24 each subsequent violation. Labor Code § 2699(f)(2).

25 112. Plaintiff, as a representative of the general public, will and does seek to recover
26 any and all civil penalties for each and every violation, in an amount according to proof, as to
27 those penalties that are otherwise only available in public agency enforcement actions. Civil
28 penalties recovered will be distributed in accordance with the PAGA, with 75% of civil

1 penalties recovered provided to the LWDA on behalf of the State of California.

2 **ELEVENTH CAUSE OF ACTION**
3 **PAGA Civil Penalties for Failure to Reimburse Business Expenses**
4 (By Plaintiff and Aggrieved Employees)

5 113. Plaintiff incorporates the preceding paragraphs of this Complaint.

6 114. By failing to reimburse Plaintiff and other aggrieved employees for their
7 business-related expenses, including personal cell phone expenses, Defendants willfully
8 violation Labor Code section 2802.

9 115. “[A]ny provision of this code that provides for a civil penalty to be assessed and
10 collected by the Labor and Workforce Development Agency or any of its departments,
11 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
12 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
13 himself or herself and other current or former employees pursuant to the procedures specified
14 in Section 2699.3.” Labor Code § 2699(a).

15 116. “For all provisions of this code except those for which a civil penalty is
16 specifically provided, there is established a civil penalty for a violation of these provisions []
17 (2) If, at the time of the alleged violation, the person employs one or more employees, the civil
18 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the
19 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
20 for each subsequent violation.” Labor Code § 2699(f)(2).

21 117. Section 2699.3(a) applies to any alleged violation of Labor Code section 2802,
22 and allows for recovery of PAGA civil penalties. Labor Code § 2699.5

23 118. During the PAGA Period, Defendants failed to reimburse business-related
24 expenses. Plaintiff will seek penalties of \$100 for the initial pay period an employee was
25 underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

26 119. Plaintiff, as a representative of the general public, will and does seek to recover
27 any and all civil penalties for each and every violation, in an amount according to proof, as to
28 those penalties that are otherwise only available in public agency enforcement actions. Civil
penalties recovered will be distributed in accordance with the PAGA, with 75% of civil

1 penalties recovered provided to the LWDA on behalf of the State of California.

2 **TWELFTH CAUSE OF ACTION**
3 **PAGA Civil Penalties for Unlawful Wage Deductions**
4 (By Plaintiff and Aggrieved Employees)

5 120. Plaintiff incorporates the preceding paragraphs of this Complaint.

6 121. Labor Code § 221 provides, in pertinent part, “[i]t shall be unlawful for any
7 employer to collect or receive from an employee any part of wages theretofore paid by said
8 employer to said employee.”

9 122. Upon information and belief, during the PAGA Period, Defendants made
10 unlawful deductions from Plaintiff and other aggrieved employees’ wages by deducting from
11 those wages for hours worked during meal and rest periods. Consequently, Plaintiff, on behalf
12 of himself and other aggrieved employees, intends to seek civil penalties pursuant to the PAGA
13 for these alleged violations.

14 123. Labor Code section 2699(f)(2) provides for civil penalties for violations of the
15 Labor Code for which there is no corresponding civil penalty, including Labor Code section
16 221. The civil penalty is \$100 for the initial violation and \$200 for each subsequent violation
17 for each underpaid employee. Labor Code § 2699(f)(2). In addition, Labor Code section 225.5
18 provides an independent and separate penalty for “violation of Section 212, 216, 221, 222, or
19 223” of the Labor Code of \$100 for any initial violation for each failure to an employee, and
20 \$200 for any subsequent violation for each failure to pay an employee.

21 124. Plaintiff, as a representative of the general public, will and does seek to recover
22 any and all civil penalties for each and every violation, in an amount according to proof, as to
23 those penalties that are otherwise only available in public agency enforcement actions. Civil
24 penalties recovered will be distributed in accordance with the PAGA, with 75% of civil
25 penalties recovered provided to the LWDA on behalf of the State of California.

26 **THIRTEENTH CAUSE OF ACTION**
27 **PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements**
28 (By Plaintiff and Aggrieved Employees)

125. Plaintiff incorporates the preceding paragraphs of this Complaint.

126. Every employer must, semimonthly or at the time of each payment of wages,

1 furnish each of its employees an accurate itemized statement in writing showing, among other
2 things, the total gross wages earned, net wages earned, total hours worked, and all applicable
3 hourly rates and the total number of hours worked at each rate. Labor Code § 226(a).

4 127. Defendants intentionally and willfully violated Section 226 by providing wage
5 statements to employees that did not accurately reflect all required information, including but
6 not limited to the accurate total number of hours he worked, and the number of hours worked
7 at each corresponding rate of pay.

8 128. Labor Code section 226.3 provides for civil penalties for violations of Section
9 226. Plaintiff will seek civil penalties of \$250 for the initial violation and \$1,000 for each
10 subsequent violation. Labor Code § 226.3.

11 129. Plaintiff, as a representative of the general public, will and does seek to recover
12 any and all civil penalties for each and every violation, in an amount according to proof, as to
13 those penalties that are otherwise only available in public agency enforcement actions. Civil
14 penalties recovered will be distributed in accordance with the PAGA, with 75% of civil
15 penalties recovered provided to the LWDA on behalf of the State of California.

16 **FOURTEENTH CAUSE OF ACTION**
17 **PAGA Civil Penalties for Failure to Maintain Accurate Records**
(By Plaintiff and Aggrieved Employees)

18 130. Plaintiff incorporates the preceding paragraphs of this Complaint.

19 131. Labor Code section 1174(d) states: "Every person employing labor in this state
20 shall: Keep, at a central location in the state or at the plants or establishments at which
21 employees are employed, payroll records showing the hours worked daily by and the wages
22 paid to employees employed at the respective plants or establishments. These records shall be
23 kept in accordance with rules established for this purpose by the commission, but, in any case
24 shall be kept on file for not less than three years."

25 132. Labor Code section 1174.5 states "Any person employing labor who willfully
26 fails to maintain accurate and complete records required by subdivision (d) of Section 1174,
27 shall be subject to a civil penalty of five hundred dollars."

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133. Section 7 of the applicable IWC Wage Order obligates an employer to keep accurate information of wages earned and paid including applicable overtime, rest period and gratuity wages. Section 7(A) states in pertinent part: “Every employer shall keep accurate information with respect to each employee including the following: ...(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.”

134. During the PAGA Period, Defendants failed to maintain accurate records showing the accurate number of hours works, wages earned including minimum, regular, and overtime wages, and meal rest period premium wages.

135. As a result, Defendants willfully violated the Labor Code and are liable to Plaintiff, and other aggrieved employees, for civil penalties as required by Labor Code section 1174(d) or, in the alternative, section 2699(f)(2).

136. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

137. Plaintiff, as a representative of the general public, will and does seek to recover any and all civil penalties for each and every violation, in an amount according to proof, as to those penalties that are otherwise only available in public agency enforcement actions. Civil penalties recovered will be distributed in accordance with the PAGA, with 75% of civil penalties recovered provided to the LWDA on behalf of the State of California.

PRAYER FOR RELIEF

Plaintiff prays for the following relief on behalf of himself and member of the Plaintiff Class against Defendants:

1. Class action certification;
2. Appointment of Plaintiff and Plaintiff’s counsel to represent the Class;
3. Provision of Class notice;
4. A declaratory judgment that Defendants knowingly and intentionally violated:
 - a. Labor Code sections 510 and 1194 by failing to all wages;

- b. Labor Code sections 226.7 and 1198 by failing to authorize meal periods or pay premiums in lieu thereof; and,
- c. Labor Code sections 226.7 and 1198 by failing to authorize rest periods or pay premiums in lieu thereof; and,
- d. Labor Code section 2802 by failing to reimburse business-related expenses;
- e. Labor Code section 226 by failing to provide accurate itemized wage statements;
- f. Business and Professions Code sections 17200, *et seq.* by engaging in unlawful or unfair business practices.

5. An order requiring Defendants restore all amounts owed to Plaintiff and members of the Plaintiff Class, according to proof, pursuant to Business and Professions Code section 17203;

6. For an award of unpaid wages, including minimum and regular wages to the extent permissible by law to each affected person;

7. For an award of liquidated damages to the extent permissible by Labor Code section 1194.2;

8. For penalties incurred under Labor Code section 1197.1 for each underpaid employee per pay period for which the employee was underpaid;

9. For penalties permitted pursuant to the Labor Code, and Orders of the Industrial Welfare Commission including, but not limited to penalties under Labor Code section 226(e);

10. For pre- and post-judgment interest to the extent permitted by law including, but not limited to, Labor Code sections 218.6 and 1194;

11. For reimbursement of all necessary expenses incurred in direct consequence of the discharge of duties;

12. For recovery of civil penalties permitted by Labor Code section 226.3, for violations of Labor Code 226, according to proof;

13. For recovery of civil penalties permitted by Labor Code section 256, for violations of Labor Code sections 201-203, according to proof;

- 1 14. Compensatory damages according to proof;
- 2 15. Statutory damages as provided under the Labor Code;
- 3 16. Liquidated damages as provided under the Labor Code;
- 4 17. Pre-judgment interest on all sums collected;
- 5 18. That this action be maintained as a Representative Action under the PAGA, and
- 6 Plaintiff and his counsel be provided with all enforcement capability as if the action were
- 7 brought by the California Division of Labor Standards Enforcement;
- 8 19. For recovery of all civil penalties permitted by Labor Code section 2699, for
- 9 unpaid minimum, regular, and overtime wages pursuant to Labor Code sections 510 and 1194,
- 10 according to proof;
- 11 20. For recovery of civil penalties permitted by Labor Code section 2699, for
- 12 unpaid meal period premiums earned pursuant to Labor Code section 226.7, according to
- 13 proof;
- 14 21. For recovery of civil penalties permitted by Labor Code section 2699 for unpaid
- 15 rest period premiums earned pursuant to Labor Code section 226.7, according to proof;
- 16 22. For recovery of all civil penalties as permitted by Labor Code section 2699, for
- 17 failing to reimburse all necessary business-related expenses incurred, pursuant to Labor Code
- 18 section 2802;
- 19 23. For recovery of civil penalties permitted by Labor Code section 2699 for
- 20 unlawful wage deductions pursuant to Labor Code section 221, according to proof;
- 21 24. For recovery of civil penalties permitted by Labor Code section 2699, for
- 22 inaccurate itemized wage statements pursuant to Labor Code sections 226 and 226.3, according
- 23 to proof;
- 24 25. For the Plaintiff to be recognized by the Court as serving as a Representative of
- 25 the LWDA, that he be deemed an “aggrieved employee,” and that he be awarded some form of
- 26 enhanced compensation for bringing this action should he prevail and provide benefit to the
- 27 State of California or other “aggrieved employees,” subject to the Court’s discretion;
- 28 ///

