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Electronically FILED by
Superior Court of California,
County of Los Angeles
9/25/2024 2:17 PM
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARKEITH FUDGE, on behalf of himself and
all others similarly situated,

Plaintiffs,

v.

SAFETY ZONE SECURITY, INC; a California
corporation; HASAN KHALIL SHALLUF, an
individual, and DOES 1 through 10, inclusive,

Defendants.

Case No.: **24STCV24849**

**CLASS ACTION COMPLAINT FOR
DAMAGES AND RESTITUTION**

1. Failure to Provide Meal Periods;
2. Failure to Provide Rest Periods;
3. Failure to Pay for All Hours Worked;
4. Non-Compliant Wage Statements;
5. Failure to Reimburse Reasonable Business Expenses
6. Failure to Timely Pay Final Wages
7. Violation of Business & Professions Code §§17200, *et seq.*;
8. Violation of Labor Code §§2698 *et seq.*

DEMAND FOR JURY TRIAL

Plaintiff Markeith Fudge ("Plaintiff"), demanding a jury trial, on behalf of himself and all others
similarly situated, hereby alleges as follows:

1 **INTRODUCTION**

2 1. This is a class action and enforcement action under California Civil Procedure Code §382
3 and the Labor Code Private Attorneys General Act of 2004, California Labor Code §2698 *et seq.*
4 (“PAGA”) to recover wages and all other available relief on behalf of Plaintiff and other individuals who
5 worked for Defendants in California as non-exempt, hourly-paid employees and suffered one or more of
6 the Labor Code violations set forth below.

7 2. As set forth more fully below, Defendants have violated various sections of the California
8 Labor Code and applicable Industrial Welfare Commission Wage Orders including, but not limited to,
9 meal breaks, rest breaks, overtime and minimum wages, reimbursement of business expenses and wage
10 statements.

11 **JURISDICTION AND VENUE**

12 3. The Superior Court of the State of California has jurisdiction in this matter because the
13 claims alleged herein took place in California, and Defendants Safety Zone Security, Inc., Hasan Khalil
14 Shalluf; and DOES 1 through 10, inclusive (collectively “Safety Zone” or “Defendants”), are qualified to
15 do business in California and regularly conduct business in California. Based upon information,
16 investigation and analysis as of the filing date of this complaint, Plaintiff alleges that the amount in
17 controversy for named Plaintiff, including claims for wages, civil and statutory penalties, injunctive relief,
18 and a pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000) and that the
19 aggregate amount in controversy for the proposed class action, including monetary damages, restitution,
20 penalties, injunctive relief, and attorneys’ fees, is less than five million dollars (\$5,000,000), exclusive of
21 interest and costs. Plaintiff reserves the right to seek a larger amount based upon new and different
22 information resulting from investigation and discovery.

23 4. This Court has jurisdiction over this action pursuant to the California Constitution, Article
24 VI, section 10. The statutes under which this action is brought do not specify any other basis for
25 jurisdiction.

26 5. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure
27 §395, because Defendants operate and do business in the County of Los Angeles, and Defendants are
28 within the jurisdiction of this Court for service of process purposes. Defendants maintain offices and

1 facilities and transact business in the County of Los Angeles, and Defendants' illegal payroll policies and
2 practices, which are the subject of this action, were applied, at least in part, to Plaintiff, and other persons
3 similarly situated, in the County of Los Angeles, State of California. Further, no federal question is at
4 issue because the claims are based solely on California law.

5 6. California Labor Code §2698 et seq., the "Labor Code Private Attorneys General Act"
6 ("PAGA"), authorizes aggrieved employees to sue directly for various civil penalties under the California
7 Labor Code. On May 20, 2024, Plaintiff timely provided notice to the California Labor and Workforce
8 Development Agency ("LWDA") and to Defendants, pursuant to California Labor Code §2699.3.

9 **THE PARTIES**

10 7. Plaintiff Markeith Fudge is a resident of California. On or around December 10, 2021,
11 Plaintiff was hired by Defendants as a security guard. He earned \$18.00 per hour at the time of hire. And
12 thereafter earned \$18.50 per hour. Plaintiff worked at over 10 different job sites for Safety Zone as a
13 security guard during his tenure with Defendants. Mr. Fudge and other similarly situated employees were
14 paid on an hourly basis.

15 8. Plaintiff is informed and believes, and thereon alleges, that Defendant Safety Zone
16 Security, Inc. and at all times relevant hereto were, a corporation organized and existing under the laws of
17 the State of California. Plaintiff is further informed and believes, and thereon alleges, that Safety Zone is
18 authorized to conduct business in the State of California, County of Los Angeles, and does conduct
19 business in the State of California, County of Los Angeles. Specifically, upon information and belief,
20 Safety Zone Security, Inc. maintains offices and facilities and conducts business in the County of Los
21 Angeles, State of California.

22 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
23 hereto, Hasan Khalil Shalluf is a resident of Los Angeles County, State of California. At all relevant times
24 hereto, based upon information and belief, Defendant Shalluf was and is the owner of Safety Zone and
25 also serves as Safety Zone Security, Inc.'s Chief Executive Officer, Secretary, Chief Financial Officer and
26 the entirety of the company's Board of Directors. Plaintiff is informed and believes, and based thereon
27 alleges, that at all times relevant to this action, Shalluf was acting at least in part within the course and
28 scope of his employment, and on behalf of Safety Zone such that his acts or omissions are imputed to

1 Safety Zone under the doctrine of respondent superior.

2 10. At all relevant times, Defendants Safety Zone Security, Inc. and Hasan Khalil Shalluf were
3 Plaintiff's employer or other person acting on behalf of any employer, within the meaning of California
4 *Labor Code* §§558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the
5 California *Labor Code* or any provision regulating hours and days of work in any order of the Industrial
6 Welfare Commission or who violated *Labor Code* sections 201-204, 226, 226.7, 246, 510, 512, 516,
7 1174(d), 1182.12, 1193.6, 1194, 1197, 1197.1, 1198, or 2802 and, as such, are subject to damages and
8 penalties for each underpaid employee as set for in *Labor Code* section 558 and 558.1, including any
9 unpaid wages, due Plaintiff and other aggrieved employees and any damages and/or penalties.

10 11. The true names and capacities of DOES 1 through 10, inclusive, are unknown to Plaintiff
11 at this time, and Plaintiff therefore sue such DOE Defendants under fictitious names. Plaintiff is informed
12 and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly
13 responsible for the occurrences alleged herein, and that Plaintiff and Class Members' injuries and
14 damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. Plaintiff
15 will seek leave of the Court to amend this Complaint to allege the true names and capacities of such DOE
16 Defendants when ascertained. At all relevant times herein, Defendants were the joint employers of
17 Plaintiff and Class Members. Plaintiff is informed and believes, and thereon alleges, that at all times
18 material to this Complaint Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint
19 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners,
20 joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
21 dominated by his, her or its co-Defendant, and each was the alter ego of the other.

22 12. At all relevant times herein, Plaintiff and Class Members were employed by Defendants
23 under employment agreements that were partly written, partly oral, and partly implied. In perpetrating
24 the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance
25 of, their policies and practices of not paying Plaintiff and Class Members all wages earned and due,
26 through methods and schemes which include, but are not limited to, failing to pay overtime premiums;
27 failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate
28 itemized statements for each pay period; and requiring, permitting or suffering the employees to work off

the clock, in violation of the California Labor Code and the applicable IWC Wage Order.

13. Plaintiff is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of, each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control. The acts of any and all Defendants represent and were in accordance with Defendants' official policy.

14. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff, and Class Members have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

CLASS ACTION ALLEGATIONS

15. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure §382.

16. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

17. Plaintiff's proposed class consists of and is defined as follows:

All persons who are or were employed by Defendants in a non-exempt, hourly-paid position within four years prior to the filing of the original complaint and ending at the time this action settles or proceeds to final judgment ("Class").

18. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who are or were employed by Defendants in a non-exempt, hourly-paid position within one year prior to the filing of the original complaint and ending at the time this action settles or proceeds to final judgment ("One-Year Subclass").

19. Plaintiff reserves the right to redefine the class and subclass and to add additional subclasses as appropriate based on discovery and specific theories of liability.

20. Members of the Class and Subclass will be referred to hereinafter as "class members."

21. Plaintiff, on behalf of himself and other similarly situated current and former non-exempt

1 employees of Defendants in the State of California at any time during the four (4) years preceding the
2 filing of this action, and continuing while this action is pending, brings this class action to recover, among
3 other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid
4 minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest period
5 policies, failure to maintain required records, failure to provide accurate itemized wage statements, failure
6 to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, and
7 interest, attorneys' fees, costs, and expenses.

8 22. This action is appropriately suited for a Class Action because:

- 9 a. There is a well-defined community of interest in the litigation and the class members
10 are readily ascertainable by inspection of Defendants' records.
- 11 b. The potential class is a significant number. Joinder of all current and former employees
12 individually would be impracticable or unfeasible.
- 13 c. This action involves common questions of law and fact to the potential class because
14 the action focuses on the Defendants' systematic course of illegal payroll practices and
15 policies, which were applied to all non-exempt employees in violation of the California
16 Labor Code, IWC Wage Orders, and the California Business and Professions Code,
17 which prohibits unfair business practices arising from such violations. These common
18 questions predominate over questions affecting only individual members.
- 19 d. Plaintiff's claims are typical of the class because Defendants subjected all non-exempt
20 employees to identical violations of California Labor Code, the applicable IWC wage
21 order, and the California Business and Professions Code.
- 22 e. Plaintiff is able to fairly and adequately protect the interests of all members of the class
23 because it is in his best interest to prosecute the claims alleged herein to obtain full
24 compensation due to the class for all services rendered and hours worked. Plaintiff's
25 attorneys, the proposed class counsel, are versed in the rules governing class action
26 discovery, certification and settlement. Plaintiff has incurred, and throughout the
27 duration of this action, will continue to incur costs and attorneys' fees that have bene,
28

are and will be necessarily expended for the prosecution of this action for substantial benefit of each class member.

f. The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

g. Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with the type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

23. Safety Zone provides physical security guard services throughout California, employing full-time professional security personnel. Safety Zone represents itself as the fastest growing high tech security guard company and patrol service provider in California, including throughout Los Angeles County.

24. Defendants employed Plaintiff during the relevant time period providing security services at various locations throughout Los Angeles. Plaintiff is informed and believes, and based thereon alleges, that class members were not paid for all hours worked, because all hours worked were not records and if recorded, were not paid by Defendants.

25. During the course of Plaintiff's employment, Safety Zone has violated numerous California wage and hour laws. Notably, Safety Zone has failed to pay Plaintiff (and similarly situated employees) all wages owed, including overtime pay and meal and rest break premiums. For example, on numerous occasions, Plaintiff worked over 40 hours per week without any overtime pay. This has been a consistent practice by Safety Zone. Additionally, Safety Zone has failed to provide uninterrupted rest and meal breaks. For example, there are numerous examples where Plaintiff was the only individual on duty, and

1 unable to take uninterrupted off-duty rest and meal breaks. Furthermore, Plaintiff is required to purchase
2 uniforms at \$45 per uniform in order to conduct his job duties for Plaintiff. Plaintiff has not been
3 reimbursed for business expenses incurred.

4 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were to be provided compliant meal and rest breaks
6 as required by law, or compensation in lieu thereof.

7 27. Upon information and belief, Safety Zone maintains a centralized Human Resources (HR)
8 and payroll departments at its company headquarters in Harbor City, California, for all class members
9 working for Safety Zone, including Plaintiff. At all times relevant, Safety Zone issued and maintained
10 uniform, standardized scheduling and timekeeping practices and procedures for all nonexempt hourly
11 employees in California including Plaintiff, regardless of their location or position. Safety Zone issues
12 similarly formatted wage statements in the same manner for all class members, irrespective of their
13 location, position, or manner in which each employee's employment ended. As such, Safety Zone utilizes
14 the same methods and formulas when calculating wages due to Plaintiff and other class members in
15 California.

16 28. Safety Zone systematically, and on a company-wide basis, scheduled class members to
17 work shifts without scheduling or providing any meal breaks in which the employees were relieved of all
18 duties and able to take a meal break compliant with the mandates of the California Labor Code. Safety
19 Zone's policies and/or practices, including scheduling and staffing, assigning heavy workloads and the
20 resultant lack of coverage, prevents class members from taking timely, uninterrupted 30-minute meal
21 periods to which they are entitled. Class members are not relieved of duty for compliant meal periods.

22 29. Safety Zone engaged in a company-wide practice and/or policy of not paying all meal
23 period premiums owed when complaint meal periods are not provided. Plaintiff is informed and believes,
24 and based thereon alleges, that Defendants knew or should have known that Plaintiff and class members
25 were entitled to receive all meal and rest periods or payment of one (1) additional hour of pay at Plaintiff
26 and class members' regular rates of pay when they did not receive a timely uninterrupted meal or rest
27 period, but did not receive all meal or rest periods or payment of one (1) additional hour of pay at Plaintiff
28 and class members' regular rates when they did not receive a timely uninterrupted meal or rest period.

1 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
2 have known that Plaintiff and class members were entitled to receive complete and accurate wage
3 statements in accordance with California law. In violation of the Labor Code, Plaintiff and class members
4 were not provided complete and accurate wage statements.

5 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
6 have known that Plaintiff and class members were entitled to timely payment of wages during their
7 employment and at the time of termination. In violation of the California Labor Code, Plaintiff and class
8 members did not receive payment of all wages, including, but not limited to, overtime wages, minimum
9 wages, and meal and rest period premium wages, within permissible time periods.

10 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
11 have known that Plaintiff and similarly situated class members were required to purchase uniforms from
12 Safety Zone that required to work for Safety Zone. On information and belief, the funds from such uniform
13 purchases are not maintained in a separate account and aggrieved employees are not reimbursed for the
14 uniforms at any point during or after their employment with Safety Zone. Plaintiff is also informed and
15 believes and based thereon alleges that many class members utilize their personal cell phones to perform
16 the job duties required by Defendants during their employment with Defendants. In violation of the
17 California Labor Code, Plaintiff and similarly situated class members were not properly reimbursed for
18 such use.

19 33. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
20 Defendants. At all times herein set forth, PAGA provides that any provision of law under the California
21 Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of
22 the California Labor Code may, as an alternative, be recovered through a civil action brought by an
23 aggrieved employee on behalf of himself or herself and other current or former employees pursuant to
24 procedures outlined in California Labor Code §2699.3.

25 34. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
26 employee," who is any person that was employed by the alleged violator and against whom one or more
27 of the alleged violations was committed.

28 35. Plaintiff was employed by Defendants and the alleged violations were committed against

1 him during his time of employment. He is, therefore, an aggrieved employee. Plaintiff and other
2 employees are “aggrieved employees,” as defined by California Labor Code §2699(c), in that they are all
3 current or former employees of Defendants, and one or more of the alleged violations were committed
4 against them.

5 36. On May 20, 2024, Plaintiff provided written notice to the LWDA and thereafter provided
6 notice to employer Defendants of the specific provisions of the California Labor Code alleged to have
7 been violated, including the facts and theories to support the alleged violations, pursuant to California
8 Labor Code §2699.3.

9 37. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent notices
10 to the LWDA as described above, and the LWDA has not stated that it intends to investigate their claims.
11 Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code §2699.3(a) to
12 recover civil penalties and unpaid wages against Defendants, in addition to other remedies, for violations
13 of California Labor Code §§201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1197,
14 1197.1, 1198, 2810.5.

15 **FIRST CAUSE OF ACTION**
16 **FAILURE TO PROVIDE MEAL PERIODS**
17 **(Against All Defendants)**

18 38. Plaintiff realleges and incorporates by reference all of the allegations contained in the
19 preceding paragraphs of this Complaint as though fully set forth herein.

20 39. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor
21 Code §§226.7 and 512(a) were applicable to Plaintiff and the other class members’ employment by
22 Defendants and each of them.

23 40. At all relevant times herein set forth, California Labor Code §226.7 provides that no
24 employer shall require an employee to work during any meal period mandated by an applicable order of
25 the California IWC.

26 41. At all relevant times herein set forth, California Labor Code §512(a) provides that an
27 employer may not require, cause, or permit an employee to work for a period of more than five (5) hours
28 per day without providing the employee with a meal period of not less than thirty (30) minutes, except
that if the total work period per day of the employee is not more than six (6) hours, the meal period may

1 be waived by mutual consent of both the employer and the employee.

2 42. During the relevant time period, Plaintiff and class members scheduled to work for a period
3 of time longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual
4 consent, were required to work for periods longer than five (5) hours without a meal period of not less
5 than thirty (30) minutes in which they were relieved of all duties.

6 43. During the Class Period, as part of Defendants' illegal payroll policies and practices to
7 deprive their non-exempt employees all wages earned and due, Defendants required, permitted or
8 otherwise suffered Plaintiff and Class Members to take less than the 30-minute meal period, or to work
9 through them, and have failed to otherwise provide the required meal periods to Plaintiff and Class
10 Members pursuant to California Labor Code §§ 226.7 and 512, as well as applicable IWC Orders.

11 44. Defendants further violated California Labor Code § 226.7 and applicable IWC Wage
12 Order by failing to compensate Plaintiff and Class Members who were not provided with a meal period,
13 in accordance with the applicable IWC Wage Order, one additional hour of compensation at each
14 employee's regular rate of pay for each workday that a lawful meal period was not provided. Defendants
15 further violated California Labor Code §§ 226.7, 510, 1194, 1197, and applicable IWC Wage Orders by
16 failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

17 45. As a proximate result of the aforementioned violations, Plaintiff and Class Members have
18 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
19 penalties, attorneys' fees, expenses, and costs of suit.

20
21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PROVIDE REST PERIODS**
23 **(Against All Defendants)**

24 46. Plaintiff realleges and incorporates by reference all of the allegations contained in the
25 preceding paragraphs of this Complaint as though fully set forth herein.

26 47. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor
27 Code §226.7 were applicable to Plaintiff and class members' employment by Defendants.

28 48. At all relevant times, California Labor Code §226.7 provides that no employer shall require
an employee to work during any rest period mandated by an applicable order of the California IWC.

1 49. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
2 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
3 middle of each work period” and that the “rest period time shall be based on the total hours worked daily
4 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total
5 daily work time is less than three and one-half (3½) hours.

6 50. Pursuant to the applicable IWC Wage Order and California Labor Code §226.7(b), Plaintiff
7 and class members are entitled to recover from Defendants one (1) additional hour of pay at the
8 employee’s regular rate for each workday that the rest period was not provided.

9 51. At all times relevant herein, as part of Defendants’ illegal payroll policies and practices to
10 deprive their non-exempt employees all wages earned and due, Defendants failed to provide rest periods
11 to Plaintiff and Class Members as required under California Labor Code §§ 226.7 and 512, and applicable
12 IWC Wage Orders.

13 52. Defendants further violated California Labor Code§ 226.7 and applicable IWC Wage
14 Orders by failing to pay Plaintiff and Class Members who were not provided with a rest period, in
15 accordance with the applicable wage order, one additional hour of compensation at each employee’s
16 regular rate of pay for each workday that a rest period was not provided.

17 53. As a proximate result of the aforementioned violations, Plaintiff and Class Members have
18 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
19 penalties, attorneys’ fees, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**
21 **FAILURE TO PAY FOR ALL HOURS WORKED**
22 **(Against All Defendants)**

23 54. Plaintiff realleges and incorporates by reference all of the allegations contained in the
24 preceding paragraphs of this Complaint as though fully set forth herein.

25 55. California Labor Code §1198 makes it illegal to employ an employee under conditions of
26 labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that
27 “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor
28 for employees. The employment of any employee . . . under conditions of labor prohibited by the order
is unlawful.”

1 56. California Labor Code §1198 and the applicable Industrial Welfare Commission (“IWC”)
2 Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay
3 either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
4 worked by the person on a daily or weekly basis.

5 57. Pursuant to California Labor Code §§510, 1194, and applicable IWC Wage Orders,
6 Defendants are required to compensate Plaintiff and Class Members for all overtime, which is calculated
7 at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
8 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday,
9 with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours
10 worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

11 58. At all relevant times, California Labor Code §§1194, 1197 and 1197.1 provide that the
12 minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the
13 payment of a lesser wage than the minimum so fixed is unlawful.

14 59. During the Class Period, Defendants failed to pay Plaintiff and Class Members minimum
15 wages for all hours worked by, among other things: requiring, permitting or suffering Plaintiff and Class
16 Members to work off the clock; requiring, permitting or suffering Plaintiff and Class Members to work
17 through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class
18 Members worked; failing to properly maintain Plaintiff’s and Class Members’ records; failing to provide
19 accurate itemized wage statements to Plaintiff for each pay period; and other methods to be discovered.

20 60. To the extent that any off-the-clock hours described above did not qualify for overtime
21 payment, Plaintiff and class members were not paid even minimum wages for the time. Also, Plaintiff
22 and class members were not paid even minimum wages on a cumulative basis for all of the hours they
23 worked as a result of this off-the-clock work. Accordingly, Defendants regularly failed to pay at least
24 minimum wages to Plaintiff and class members for all of the hours they worked in violation of California
25 Labor Code §§1194, 1197 and 1197.1.

26 61. Plaintiff and Class Members are current and former non-exempt employees entitled to the
27 protections of California Labor Code §§510, 1194, 1198 and applicable IWC Wage Orders. During the
28 Class Period, Defendants failed to compensate Plaintiff and Class Members for all overtime hours worked

1 as required under the foregoing provisions of the California Labor Code and IWC Wage Orders by, among
2 other things: failing to pay overtime at one and one half (1½) or double the regular rate of pay as provided
3 by California Labor Code §§510, 1194, 1198 and applicable IWC Wage Orders; requiring, permitting or
4 suffering Plaintiff and Class Members to work off the clock; requiring, permitting or suffering Plaintiff
5 and Class Members to work through meal and rest breaks; illegally and inaccurately recording time in
6 which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and Class Members'
7 records; failing to provide accurate itemized wage statements to Plaintiff for each pay period; and other
8 methods to be discovered.

9 62. In violation of California law, Defendants have knowingly and willfully refused to perform
10 their obligations to compensate Plaintiff and Class Members for all wages earned and all hours worked.
11 As a proximate result, Plaintiff and Class Members have suffered, and continue to suffer, substantial losses
12 related to the use and enjoyment of such wage, lost interest on such wage, and expenses and attorneys'
13 fees in seeking to compel Defendants to fully perform their obligations under state law, all to their
14 respective damages in amounts according to proof at the time of trial, and within the jurisdiction of the
15 Court.

16 63. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 1197,
17 1198 and applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff
18 and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to
19 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the
20 California Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover the
21 unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses,
22 and costs of suit.

23 **FOURTH CAUSE OF ACTION**
24 **NON-COMPLIANT WAGE STATEMENTS**
 (Against All Defendants)

25 64. Plaintiff realleges and incorporates by reference all of the allegations contained in the
26 preceding paragraphs of this Complaint as though fully set forth herein.

27 65. At all material times set forth herein, California Labor Code §226(a) provides that every
28 employer shall furnish each of its employees an accurate itemized wage statement in writing, including,

1 but not limited to, total hours worked, and payment for meal and rest break premium pay.

2 66. Defendants failed to maintain accurate records of the hours worked by Plaintiff and class
3 members. Defendants did not keep an accurate recording of the total number of hours worked and wages
4 earned by Plaintiff and class members. For example, Defendants failed to accurately record employee
5 work and meal periods, or the time spent traveling to and from Defendants' home office. Defendants
6 further failed to record the time employees worked during non-compliant meal periods as hours worked.

7 67. On an established schedule, Defendants paid wages to its employees. Defendants were
8 required to furnish Plaintiff and each class members with an accurate itemized statement in writing
9 ("Earning Statement") at the time of payment. These Earning Statements contained data for separate
10 periods. Defendants failed to provide Plaintiff and class members with an accurate itemized wage
11 statement on each wage payment containing the requisite information.

12 68. Defendants have intentionally and willfully failed to provide employees with complete and
13 accurate wage statements. During the applicable statutory period, Defendants failed to furnish Plaintiff
14 and class members with itemized wage statements correctly identifying the total hours work, the rate of
15 pay, the identifying information for the employer, and the requisite payment of meal and rest break
16 periods, among others. For example, Plaintiff's wage statements did not show all the hours worked during
17 on-duty meal periods, as alleged herein. Plaintiff and class members' wage statement did not include the
18 hours worked during on-duty meal periods, rates of pay, and any calculation of overtime compensation.

19 69. Also, Defendants issued wage statements to Plaintiff and class members that failed to
20 include the meal period and rest break premiums owed them pursuant to California Labor Code §226.7.
21 Additionally, §226(a) requires an employer to keep a full copy of all wage statements provided to class
22 members for at least three years. Based on information and belief, Plaintiff alleges that Defendants failed
23 to maintain such records and have not provided Plaintiff and other employees with properly itemized and
24 accurate wage statements.

25 70. As a result of Defendants' violation of California Labor Code §226(a), Plaintiff and class
26 members have suffered injury and damage to their statutorily protected rights.

27 71. Specifically, Plaintiff and class members have been injured by Defendants' intentional
28 violation of California Labor Code §226(a) because Defendants failed to provide complete and accurate

1 information on their wage statements, and Plaintiff and class members could not promptly and easily
2 determine from the wage statements alone the accuracy of the gross or net wages paid, the inclusive dates
3 of the pay period, and/or all hourly rates at which they were paid. In addition, because Defendants failed
4 to provide the accurate number of total hours worked on wage statements, Plaintiff has been prevented by
5 Defendants from determining if all hours worked were paid and the extent of the underpayment.

6 72. Plaintiff and class members are entitled to recover from Defendants the greater of their
7 actual damages caused by Defendants' failure to comply with California Labor Code §226(a), or an
8 aggregate penalty not exceeding four thousand dollars (\$4,000) per employee, and an award of costs,
9 expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor
10 Code § 226(e), as well as other available remedies.

11 **FIFTH CAUSE OF ACTION**
12 **FAILURE TO REIMBURSE REASONABLE BUSINESS EXPENSES**
13 **(Against All Defendants)**

14 73. Plaintiff realleges and incorporates by reference all of the allegations contained in the
15 preceding paragraphs of this Complaint as though fully set forth herein.

16 74. Under Labor Code § 2802(a), "[a]n employer shall indemnify his or her employee for all
17 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
18 or her duties."

19 75. Throughout the Class Period, Defendant did not reimburse Plaintiff and Class Members
20 for necessary business expenses incurred as a condition of an in the discharge of their employment duties,
21 such as those costs associated with personal cell phone, home internet and computer usage, and other
22 expenses incurred to carry out their job duties for Defendant, in violation of Labor Code § 2802.

23 76. Defendant was aware that Class Members incurred these expenses in direct consequence
24 of the discharge of their job duties, and such duties required such expenditures. Defendant, however, did
25 not reimburse Class Members for such expenses incurred throughout the Class Period, as required under
26 Labor Code § 2802. Defendants' pattern, practice, and consistent administration of corporate policy
27 regarding the failure to reimburse business expenses are unlawful. Pursuant to Labor Code §2802, Plaintiff
28 and class members are entitled to recover from Defendants the full amount of the expenses they incurred
in the course of their job duties plus interest, reasonable attorneys' fees, and costs of suit.

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY PAY FINAL WAGES
(Against All Defendants)

77. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

78. Pursuant to California *Labor Code* §§201-203, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given 72 hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

79. During the Class Period, Defendants knowingly and willfully failed to properly pay Plaintiff and Class Members all wages earned and unpaid at the time of the discharge or resignation, including but not limited to overtime compensation and meal/rest period premiums, in violation of California Labor Code §§201, 202, and 203.

80. Pursuant to California Labor Code §203, if an employer willfully fails to pay, without abatement or reduction, in accordance with §§201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

81. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek penalties pursuant to California Labor Code §203. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code §203, as well as other available remedies.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(Against All Defendants)

82. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

83. Each and every one of Defendants' acts and omissions in violation of the California Labor

Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay all wages due to discharged or quitting employees, Defendants' failure and refusal to furnish accurate itemized wage statements; Defendants' failure and refusal to maintain required records, Defendants' failure and refusal to indemnify Plaintiff and Class Members for necessary expenditures and/or losses incurring in discharging their duties, constitute an unfair and unlawful business practice under California Business and Professions Code §17200 *et seq.*

84. Defendants' violations of California wage and hour laws constitute a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class Members.

85. Defendants have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

86. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and Class Members.

87. Defendants' unfair and unlawful business practices entitle Plaintiff and Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and Class Members the wages and other compensation unlawfully withheld from them. Plaintiff and Class Members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

EIGHTH CAUSE OF ACTION
VIOLATIONS OF LABOR CODE §§2698 ET SEQ. ("PAGA")
(Against All Defendants)

88. Plaintiff realleges and incorporates by reference all of the allegations contained in the

preceding paragraphs of this Complaint as though fully set forth herein.

89. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code §§2699.5 and 558.

90. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code including, but not limited to, the following:

- a. Violation of Labor Code §§510 and 1198 for Defendants’ failure to pay overtime wages to Plaintiff and other aggrieved employees, as set forth herein;
- b. Violation of Labor Code §§1194, 1197, and 1197.1 for Defendants’ failure to compensate Plaintiff and other aggrieved employees for all hours worked with at least minimum wages, as set forth herein;
- c. Violation of Labor Code §§226.7 and 512(a) for Defendants’ failure to provide Plaintiff and other aggrieved employees with meal and rest periods or compensation in lieu thereof when required, as set forth herein;
- d. Violation of Labor Code §226(a) for failure to provide accurate wage statements to Plaintiff and other aggrieved employees as set forth herein;
- e. Violation of Labor Code §§201, 202, and 203 for failing timely to pay all earned wages to formerly employed Plaintiff and other aggrieved employees upon discharge, as set forth herein;
- f. Violation of Labor Code §2802 for Defendants’ failure to reimburse Plaintiff and other aggrieved employees for reasonable business expenses incurred;
- g. Violation of Labor Code §204 for failing to pay all earned wages owed to Plaintiff and other aggrieved employees during employment as set forth more fully herein; and
- h. Violation of Labor Code § 2810.5 for failing to provide the requisite written notices to Plaintiff and other aggrieved employees.

91. California Labor Code §1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code §1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is

unlawful.” In violating the above cited sections, Defendants have also violated the applicable wage order and thus Labor Code §1198.

92. California Labor Code §204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code §204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, within any time period specified by California Labor Code §204.

93. California Labor Code §210 provides: “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

94. Labor Code §558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.” Labor code §558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or

1 criminal penalty provided by law.”

2 95. Defendants, at all times relevant to this complaint, were employers or persons acting on
3 behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’ rights by violating
4 various sections of the California Labor Code as set forth above.

5 96. As set forth above, Defendants have violated numerous provisions of both the Labor Code
6 sections regulating hours and days of work as well as the applicable order of the IWC. Accordingly,
7 Plaintiff seeks the remedies set forth in Labor Code §558 for themselves, the State of California, and all
8 other aggrieved employees.

9 97. Pursuant to PAGA, and in particular California Labor Code §§2699(a), 2699.3, 2699.5 and
10 558, Plaintiff, acting in the public interest as a private attorneys general, seeks assessment and collection
11 of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State of California
12 against Defendants, in addition to other remedies, for violations of California Labor Code §§201, 202,
13 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2802, 2810.5.

14 98. Defendants violated Labor Code §§226.7 and 512 by denying Plaintiff and aggrieved
15 employees lawfully compliant meal breaks and by failing to provide proper compensation when no meal
16 period was properly provided. Thus, under Labor Code §2699(f)(2), Defendants are subject to a civil
17 penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§226.7
18 and 512, and \$200 for each aggrieved employee per pay period for each subsequent violation.

19 99. Defendants violated Labor Code §§1194 and 1197 by not paying Plaintiff, and aggrieved
20 employees at least minimum wages earned for all the time they were suffered or permitted to work,
21 engaged in work and/or under Defendants’ control, as alleged herein. Thus, under Labor Code §2699(f)(2),
22 Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial
23 violation of Labor Code §§1194 and 1197, and \$200 for each aggrieved employee per pay period for each
24 subsequent violation.

25 100. Defendants violated Labor Code §§201, 202, and 203 by not paying Plaintiff and aggrieved
26 employees all minimum, regular, overtime and all meal premium wages due timely upon separation of
27 employment, as alleged herein. Thus, under Labor Code §2699(f)(2), Defendants are subject to a civil
28 penalty of \$100 for each aggrieved employee per pay period for the initial violation of these sections, and

1 \$200 for each aggrieved employee per pay period for each subsequent violation.

2 101. Defendants violated Labor Code §226(a) by failing to provide Plaintiff and aggrieved
3 employees with itemized wage statements correctly identifying the total gross and net wages, the correct
4 applicable hourly rates of pay for the hours worked, and the total hours worked, among others, during
5 each pay period, as alleged herein. Thus, under Labor Code §§226.3 and 2699(a), Defendants, in addition
6 to, and entirely independent and apart from any other penalty, are subject to a civil penalty for violating
7 Labor Code §226(a) in the amount of two hundred fifty dollars (\$250) per employee per violation in an
8 initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation.

9 102. Defendants violated Labor Code §§226 and 1174 by failing to maintain records, and
10 knowingly and intentionally failing to maintain and provide Plaintiff and other aggrieved employees of
11 Defendants wage statements itemizing accurately all information required by Labor Code §§226 and 1174,
12 as alleged herein. Thus, under Labor Code §2699(f)(2), Defendants are subject to a civil penalty of \$100
13 for each aggrieved employee per pay period for the initial violation of these sections, and \$200 for each
14 aggrieved employee per pay period for each subsequent violation.

15 103. Defendants violated Labor Code §2810.5 which requires employers to provide employees
16 with a written notice containing certain wage and other information. This section requires employers to
17 provide employees with the following information in one self-contained writing: 1. The rate or rates of
18 pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission or otherwise,
19 including any rates for overtime; 2. Allowances, if any, claimed as part of the minimum wage, including
20 meal or lodging allowances; 3. The regular payday designated by the employer; 4. The name of the
21 employer, including any “doing business as” names used by the employer; 5. The physical address of the
22 employer’s main office or principal place of business, and a mailing address, if different; 6. The telephone
23 number of the employer; 7. The name, address, and telephone number of the employer’s workers’
24 compensation insurance carrier; and 8. Any other information the Labor Commissioner deems material
25 and necessary. Further, if there are any changes to any of the information provided, written notice of the
26 change must be provided to employees within seven calendar days.

27 104. Labor Code §1197.1 creates liability for civil penalties to any person acting either
28 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any

employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission. Labor Code §1197.1 provides a civil penalty as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

105. Under Labor Code §§204 and 2699(a), Defendants are required to pay each of their employees all wages earned twice each calendar month on the days designated in advance as regular pay days. Defendants violated Labor Code §204 by not paying Plaintiff and aggrieved employees all regular, minimum and overtime wages for all hours worked, as alleged herein, and all wages related to meal premiums, timely during their employment with Defendants. Thus, under Labor Code §§210(a) and 2699(a), Defendants, in addition to, and entirely independent and apart from any other penalty, are subject to a civil penalty for failing to pay the wages of each aggrieved employee as provided in Labor Code §204, as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each aggrieved employee, (2) for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each aggrieved employee, plus 25 percent of the amount unlawfully withheld.

106. Defendants violated Labor Code §1198 when they failed to comply with the maximum hours of work and the standard conditions of labor fixed by the IWC under the “Hours and Days of Work,” the “Meal Period” and “Records” sections of the applicable Wage Order, by failing to pay all minimum wages, failing to provide compliant meal breaks, failing to pay meal premium wages, and failing to keep and provide accurate records, as alleged herein. Thus, under Labor Code §2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of

1 Labor Code §1198, and \$200 for each aggrieved employee per pay period for each subsequent violation
2 of Labor Code §1198.

3 107. For bringing this action, Plaintiff is additionally entitled to attorneys' fees and costs
4 incurred herein.

5 **REQUEST FOR JURY TRIAL**

6 108. Plaintiff Markeith Fudge requests a trial by jury with respect to all issues triable of right
7 by jury.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully pray
10 for relief against Defendants and DOES 1 through 10, inclusive, and each of them, as follows:

- 11 1. For compensatory damages in an amount to be ascertained at trial;
- 12 2. For payment of meal and rest break premiums pursuant to the Labor Code,
13 prejudgment interest on unpaid premiums and other such relief;
- 14 3. For restitution of all monies due to Plaintiff and Class Members, as well as
15 disgorged profits from the unfair and unlawful business practices of Defendants;
- 16 4. For meal and rest period compensation pursuant to California Labor Code §226.7
17 and applicable IWC Wage Orders;
- 18 5. For liquidated damages pursuant to California Labor Code §1194.2;
- 19 6. For preliminary and permanent injunctive relief enjoining Defendants from
20 violating the relevant provisions of the California Labor Code and the IWC Wager
21 Orders, and from engaging in the unlawful business practices complained of
22 herein;
- 23 7. For waiting time penalties pursuant to California Labor Code §203;
- 24 8. For statutory and civil penalties according to proof, including but not limited to all
25 penalties authorized by the California Labor Code §§226(e), 226.3 and 2699;
- 26 9. For interest on the unpaid wages pursuant to California Labor Code §§218.6, 1194,
27 2802, California Civil Code §§3287, 3288, and/or any other applicable provision
28 providing for pre-judgment interest;

10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§1194, 2699, 2802, California Civil Code §1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
11. For declaratory relief;
12. That this case be certified as a class action;
13. For an order appointing Plaintiff as class representative, and Plaintiffs' counsel as class counsel;
14. For civil penalties pursuant to Labor Code §2699, et seq., and all other applicable Labor Code provisions;
15. For all actual, consequential, and incidental losses and damages, according to proof;
16. For civil penalties for conduct occurring any time between one (1) year prior to the filing of this complaint and judgment and unpaid wages for conduct occurring any time between three (3) years prior to the filing of this complaint and judgment, pursuant to California Labor Code §§2699(a) and/or 2699(f) and (g) and 558, plus costs and attorneys' fees, for violations of California Labor Code §§201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2802, 2810.5; and
17. For such further relief that the Court may deem equitable, just and proper.

DATED: September 25, 2024

RICARDO LOPEZ LAW P.C.

By:



Ricardo Lopez, Esq.

Attorney for MARKEITH FUDGE

on behalf of himself and all others similarly situated