

PIMENTEL LAW, P.C.

Gabriel J. Pimentel, Esq. (SBN 265328)
GJP@PimentelLaw.com
Yesenia L. Rodriguez, Esq. (SBN 331499)
YLR@PimentelLaw.com
30 N. Raymond Avenue, Suite 211
Pasadena, CA 91103
Telephone: (626) 765-9800
Fax: (626) 628-3081

Assigned for All Purposes

Judge Randall J. Sherman

CX-105

Attorney for Plaintiff,
JAYDEN HA THAMMAVONGSA

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

JAYDEN HA THAMMAVONGSA, an
individual,

Plaintiff,

vs.

HUNTINGTON BEACH HYUNDAI, INC., a
California corporation, JARED HARDIN, an
individual, and DOES 1 through 20 inclusive,

Defendant.

Case No. **30-2024-01415563-CU-OE-CXC**

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
3. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198;
4. Failure to Timely Pay Wages in Violation of Labor Code § 204;
5. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
6. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

Jury Trial Demanded

1 1. Plaintiff JAYDEN HA THAMMAVONGSA is informed and believes and thereon
2 alleges as follows:

3 **PARTIES, VENUE AND JURISDICTION**

4 2. Plaintiff JAYDEN HA THAMMAVONGSA was at all times relevant hereto a resident
5 of Long Beach, California.

6 3. At all relevant times herein, Defendant HUNTINGTON BEACH HYUNDAI, INC.
7 was a Corporation with its principal place of business in Anaheim, California.

8 4. Defendant JARED HARDIN was at all times relevant herein the principal of
9 HUNTINGTON BEACH HYUNDAI, INC.

10 5. Plaintiff worked at the Huntington Beach dealership located at 16751 Beach Blvd.,
11 Huntington Beach, CA 92647.

12 6. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
13 unity of interest and ownership between HUNTINGTON BEACH HYUNDAI, INC., JARED
14 HARDIN, and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

15 7. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
16 of purported corporate existence, HUNTINGTON BEACH HYUNDAI, INC., JARED HARDIN,
17 and DOES 1-20 are, in reality, one and the same.

18 8. HUNTINGTON BEACH HYUNDAI, INC. and DOES 1-20 do not comply with all
19 requisite corporate formalities to maintain a legal and separate existence.

20 9. The business affairs of HUNTINGTON BEACH HYUNDAI, INC., JARED
21 HARDIN, and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the
22 same cannot reasonably be segregated, and the same are in inextricable confusion. HUNTINGTON
23 BEACH HYUNDAI, INC. is, and at all times relevant hereto was, used by DOES 1-20 and JARED
24 HARDIN as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and
25 was, the alter ego of DOES 1-20. The recognition of the separate existence of HUNTINGTON
26 BEACH HYUNDAI, INC. would not promote justice, in that it would permit Defendants to insulate
27 themselves from liability to Plaintiff for violations of state law. The corporate existence of
28 HUNTINGTON BEACH HYUNDAI, INC., JARED HARDIN, and DOES 1-20 should be

1 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
2 and injustice to Plaintiff herein.

3 10. Accordingly, HUNTINGTON BEACH HYUNDAI, INC., JARED HARDIN, and
4 DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence must
5 be disregarded.

6 11. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that HUNTINGTON BEACH HYUNDAI, INC., JARED HARDIN, and DOES 1-20
8 are joint employers by virtue of a joint enterprise, and that the employees and agents of
9 HUNTINGTON BEACH HYUNDAI, INC. were also employees of JARED HARDIN, and DOES
10 1-20. HUNTINGTON BEACH HYUNDAI, INC. employees performed services for each and every
11 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of
12 them as employees, either directly or indirectly, and the manner in which Defendants' business was
13 and is conducted.

14 12. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
16 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
17 Complaint to insert the true names and capacities of these Defendants when they become known to
18 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
19 named Defendant is responsible for the wrongful acts alleged herein and are therefore liable to
20 Plaintiff as alleged hereinafter.

21 13. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
22 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
23 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant, and
24 each of them, and in doing the things alleged herein, were acting at least in part within the course and
25 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
26 and/or joint venture and with the permission and consent of each of the other Defendant.

27 14. Plaintiff is informed and believes and based thereupon alleges, that Defendant,
28 including those defendants named as DOES 1-20 acted in concert with one another to commit the

1 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
2 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
3 based thereupon alleges, that Defendant, including those defendants named as DOES 1-20 formed
4 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
5 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
6 intended to cause and actually causing Plaintiff's harm.

7 15. Whenever and wherever reference is made in this Complaint to any act or failure to
8 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
9 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

10 **FACTUAL ALLEGATIONS**

11 16. JAYDEN HA THAMMAVONGSA worked as a Line Technician for Defendants from
12 approximately December 1, 2022 to March 5, 2024.

13 17. During his employment, Plaintiff's job duties included servicing vehicles, ensuring
14 new vehicles were ready for delivery, and diagnosing/repairing vehicles.

15 18. Plaintiff worked Monday through Wednesday and Friday through Saturday, from 8.00
16 a.m. to 5:00 p.m. His highest rate of pay while working for Defendants was \$25 per hour.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

19 **IN VIOLATION OF LABOR CODE § 2802**

20 **(AGAINST ALL DEFENDANTS)**

21 19. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
22 though fully set forth herein.

23 20. An employer shall indemnify his or her employee for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
25 or her obedience to the directions of the employer.

26 21. From approximately December 1 to the present date, Plaintiff has been required by
27 Defendants to purchase tools, and in fact did purchase tools in order to perform his duties.

28 22. As Plaintiff was promoted, he no longer had access to the initial toolbox that was

1 provided by Defendants, thus, Plaintiff was required to purchase his own tools to perform his job
2 duties.

3 23. From approximately December 1 to the present date, Defendants failed to pay Plaintiff
4 less than twice the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE
5 REGS. § 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

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

9 25. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by their
10 for the purchase of the tools that were necessary for the performance of their job and which they was
11 required to purchase in an amount according to proof at trial.

12 26. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the
13 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
14 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by them
15 enforcing the rights granted by Labor Code § 2802.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

18 **IN VIOLATION OF LABOR CODE §§ 226, 1174 and 1198**

19 **(AGAINST ALL DEFENDANTS)**

20 27. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
21 though fully set forth herein.

22 28. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
23 exempt employees with accurate itemized statements showing total hours worked, hourly wages,
24 gross wages, total deductions net wages earned and name of the employer. An employer who violates
25 these code sections is liable to its employees for the greater of actual damages suffered by the
26 employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and
27 \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

28 29. At all relevant times, Defendants have knowingly and intentionally furnished their

1 employees with uniform, incomplete, and inaccurate wage statements.

2 30. Because Defendants failed to document and deducted time worked from Plaintiff's
3 wage statements and employment records for rest periods they did not actually receive, Defendants
4 unlawfully deducted wages earned and rest period premiums that should have been paid. Thus,
5 Defendants did not furnish wage statements to Plaintiff containing the correct amount of gross wages
6 earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor
7 Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or
8 accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226
9 (a) (9).

10 31. To the extent that Defendants paid any rest break premium payments, Defendants
11 failed to identify such payments on Plaintiff's wage statements and employment records, and
12 Defendants otherwise failed to provide information on the wage statements sufficient to identify
13 how many premium payments were paid during each pay period, the specific dates worked giving
14 rise to the premium payments owed, or to determine whether such premium payments adequately
15 and/or accurately compensated Plaintiff for any and all premiums owed.

16 32. Pursuant to the applicable IWC Wage Order, employers are required to keep accurate
17 time records showing when the employee begins and ends each work period and meal period, as well
18 as the total daily hours worked, total wages paid each payroll period, total hours worked in the payroll
19 period and applicable rates of pay.

20 33. California Labor Code section 1174 (d) provides that "every person employing labor
21 in this state shall ... keep a record showing the names and addresses of all employees employed and
22 the ages of all minors" and "keep, at a central location in the state or at the plants or establishments
23 at which employees are employed, payroll records showing the hours worked daily by and the wages
24 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
25 employed at the respective plants or establishments..."

26 34. At all relevant times, Defendants willfully failed to keep records of total hours worked
27 in the payroll period and applicable hourly rates of pay for Plaintiff as a result of failing to record the
28 off-the-clock hours they worked during their unpaid rest periods in violation of section 1198 and 1174

1 (d).

2 35. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
3 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
4 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a
5 natural person who is an owner, director, officer, or managing agent of the employer.

6 36. Plaintiff is entitled to recover from Defendants the greater of their actual damages
7 caused by Defendants’ failure to comply with California Labor Code section 226 (a), or an aggregate
8 penalty not exceeding \$4,000 as well as attorneys’ fees and costs.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE REST PERIODS**

11 **LABOR CODE §§ 226.7 and 1198**

12 **(AGAINST ALL DEFENDANTS)**

13 37. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
14 though fully set forth herein.

15 38. At all times relevant herein, Labor Code §§ 226.7, 1198 and applicable IWC Wage
16 Orders were applicable to Plaintiff’s employment with Defendants.

17 39. At all relevant times, Labor Code §§ 226.7, 1198 and the applicable IWC Wage Order
18 provided that employees must be given 10-minute net rest periods for every 4 hours of work, to be
19 taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be
20 provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to
21 one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6
22 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker*
23 *Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1–2001 to 16–
24 2001, §§11–12 (A); 8 Cal Code Regs §§11010-11160.

25 40. To comply with its obligation to provide rest periods under California Labor Code
26 section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over
27 how employees spend their break time, and relieve their employees of all duties — including the
28 obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus*

1 *v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-70 (2016).

2 41. “An employer shall not require an employee to work during a rest ... period mandated
3 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
4 Commission If an employer fails to provide an employee a rest ... period in accordance with a
5 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
6 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
7 hour of pay at the employee’s regular rate of compensation for each workday that the rest ... period
8 is not provided.” Lab. Code § 226.7 (b)-(c).

9 42. Defendants’ company-wide policy and practice of understaffing while simultaneously
10 assigning demanding workloads, prevented employees from being relieved of all duty in order to take
11 compliant rest periods.

12 43. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,
13 employees missed their rest breaks, would be required to take them late, or would have their rest
14 breaks interrupted. Employees were prevented from being relieved of all duty in order to take
15 compliant rest periods and instead would be required to continue working.

16 44. Plaintiff worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess
17 or 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

18 45. Defendants have also engaged in a systematic, company-wide practice and/or policy
19 of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus,
20 Defendants denied Plaintiff rest periods and failed to pay them rest period premium wages due, in
21 violation of Labor Code section 226.7 and the applicable IWC Wage Order.

22 46. As alleged herein, Plaintiff is not exempt from the rest period requirements of the
23 applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently, Plaintiff
24 is owed one hour of pay at their regularly hourly rate then in effect for each day that they was denied
25 such a rest period pursuant to Labor Code §§ 226.7, plus interest thereon and costs of suit in an amount
26 subject to proof at trial.

FOURTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES
IN VIOLATION OF LABOR CODE § 204

47. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

48. “All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” Lab. Code § 204.

49. “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 ... 204 ... shall be subject to a 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.” Lab. Code § 210.

50. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff by the seventh calendar day following the close of the payroll period. Indeed, as discussed above, Plaintiff is owed wages for rest period premiums and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was not paid all wages earned by the seventh calendar day following the close of their pay periods.

51. As a direct and proximate result of Defendants’ failure to timely pay wages, Plaintiff is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

FIFTH CAUSE OF ACTION
WILLFUL FAILURE TO PAY WAGES
IN VIOLATION OF LABOR CODE §§ 201-203

52. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as

1 though fully set forth herein.

2 53. "If an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately." Lab. Code § 201.

4 54. "If an employee not having a written contract for a definite period quits his or her
5 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
6 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
7 employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

8 55. "If an employer willfully fails to pay any wages of an employee who is discharged or
9 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
10 rate until paid or until an action therefor is commenced." Lab. Code § 203.

11 56. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

12 57. At no time since Plaintiff's separation of employment did Defendants pay them wait-
13 time penalties as required by Labor Code § 203.

14 58. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages
15 upon their separation of employment, Plaintiff incurred wait-time penalties in an amount equal to
16 their daily rate of pay over the period that the wages were not paid in an amount subject to proof at
17 trial.

18 **SIXTH CAUSE OF ACTION**
19 **CIVIL PENALTIES IN VIOLATION OF**
20 **LABOR CODE § 2699, ET SEQ.**
21 **(AGAINST ALL DEFENDANTS)**

22 59. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
23 though fully set forth herein.

24 60. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an
25 action against Defendants, on behalf of herself and other current or former employees, seeking civil
26 penalties for defendants' violations of the California Labor Code.

27 61. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
28 by virtue of the numerous Labor Code violations she was subjected to as plead herein.

62. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse for necessary business expenditures in violation of Labor Code § 2802, failing to furnish compliant wage statements and maintain accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide rest periods in violation of Labor Code §§ 226.7 and 1198, failure to timely pay wages in violation of Labor Code § 204 and willful failure to pay wages in violation of Labor Code § 201-203.

63. On May 16, 2024, Plaintiff provided written notice by online filing with the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violation, as required by Labor Code § 2699.3 (a) (1) (A).

64. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and Workforce Development Agency of its intent to pursue an action against Defendants.

65. As a direct and proximate result of Defendants' California Labor Code violations as set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

66. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendant as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of \$25,000, exclusive of interest and costs.

**As to the First Cause of Action
(Unreimbursed Business Expenses)**

2. That the Court adjudge, declare and decree that Defendants violated Labor Code § 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the other aggrieved

1 employees;

2 3. For unreimbursed business expenses and for all actual, consequential, and incidental
3 losses and damages, according to proof;

4 4. For interest at the same rate as judgments in civil actions, accruing from the date on
5 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
6 2802;

7 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
8 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

9 6. For such other relief that the Court deems just and appropriate.

10 **As to the Second Cause of Action**

11 **(Noncompliant Wage Statements and Payroll Records)**

12 7. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
13 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
14 compliant, accurate itemized wage statements to Plaintiff and for failure to keep accurate payroll
15 records;

16 8. For consequential and incidental losses and damages according to proof;

17 9. For injunctive relief pursuant to Labor Code § 226 (h);

18 10. For statutory penalties pursuant to Labor Code § 226 (e);

19 11. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
20 rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

21 12. For such other relief that the Court deems just and appropriate.

22 **As to the Third Cause of Action**

23 **(Failure to Provide Rest Periods)**

24 13. That the Court declare, adjudge, and decree that Defendants violated California Labor
25 Code §§ 226.7, 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to
26 provide all rest periods to Plaintiff;

27 14. That the Court make an award to Plaintiff of one hour of pay at their regular rate of
28 pay for each workday that a rest period was not provided;

15. For all actual, consequential, and incidental losses and damages, according to proof;

16. For premiums pursuant to California Labor Code section 226.7 (b);

17. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

18. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

19. For such other relief that the Court deems just and appropriate.

As to the Fourth Cause of Action

(Failure to Timely Pay Wages)

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay wages to Plaintiff and aggrieved employees;

21. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully withheld from Plaintiff and aggrieved employees;

22. For all actual, consequential, and incidental losses and damages, according to proof;

23. For pre-judgment interest on any unpaid wages from the date such amounts were due,
or as otherwise provided by law;

24. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

25. For such other relief that the Court deems just and appropriate.

As to the Fifth Cause of Action

(Willful Failure to Pay Wages)

26. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff either upon discharge or within 72 hours of their resignation;

27. For wait time penalties pursuant to Labor Code § 203;

28. For all actual, consequential, and incidental losses and damages, according to proof;

1 29. For pre-judgment interest on any unpaid wages from the date such amounts were due,
2 or as otherwise provided by law;

3 30. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
4 as otherwise provided by law; and

5 31. For such other relief that the Court deems just and appropriate.

6 **As to the Sixth Cause of Action**

7 **(Civil Penalties under the PAGA)**

8 32. That the Court declare, adjudge, and decree that Defendants violated all California
9 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 1174, 1198 and
10 2802;

11 33. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 2699 (a) and/or 2699 (a),
12 (f) and (g), for violations of all California Labor Code sections plead herein, including Labor Code
13 §§ 201-204, 226, 226.7, 1174, 1198 and 2802;

14 34. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
15 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
16 plead herein, including Labor Code §§ 201-204, 226, 226.7, 1174, 1198 and 2802;

17 35. For pre-judgment and post-judgment interest as provided by law; and

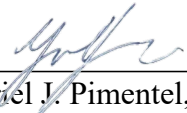
18 36. For such other and further relief as the Court deems just and appropriate.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a trial by jury on all issues.

21 **PIMENTEL LAW, P.C.**

22
23 Dated: July 29, 2024

24 By: 
25 Gabriel J. Pimentel, Esq.
26 Yesenia L. Rodriguez, Esq.
27 Attorneys for Plaintiff
28