

Amy S. Ramsey (SBN 315981)
ADVANTAGE ADVOCATES, P.C.
21 MILLER ALLEY, SUITE 56
Pasadena, CA 91103
Telephone: (626) 310-0100
Fax: (626) 310-0103
Email: aramsey@advantage-law.com
Attorney for Plaintiff
JOSEPH ESPARZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOSEPH ESPARZA (as an individual
and a private attorney general),

Plaintiff,

vs.

PMG LA RE, LLC and DOES 1 through
25, inclusive,

Defendants.

Case No. 30-2024-01432634-CU-OE-CJC

Assigned for All Purposes Judge H. Shaina Colover

**INDIVIDUAL AND REPRESENTATIVE
ACTION COMPLAINT**

1. Failure to Provide Meal Periods
2. Failure to Pay Minimum Wages
3. Failure to Pay Overtime
4. Untimely Payment of Final Wages
5. Failure to Provide Accurate Itemized Wage Statements
6. Retaliation in Violation of California Labor Code § 1102.5
7. Violation of California Labor Code § 2698, *et seq.*

Plaintiff Joseph Esparza (“Plaintiff”) brings this action against PMG LA RE, LLC (“PMG LA RE”) and/or DOES 1 through 25, inclusive. PMG LA RE and/or DOES 1 through 25 are hereinafter collectively referred to as “Defendants.” Plaintiff brings this case as an individual action and as a representative action, pursuant to California Labor Code section, 2698, *et seq.*, on behalf of himself and certain other current and former employees of Defendants against whom the alleged violations were committed, namely, All current and former non-exempt employees of PMG LA RE, LLC in the state of

1 California from June 26, 2023, through the date this matter is resolved (hereinafter
2 collectively referred to as the “Aggrieved Employees”) Plaintiff is an Aggrieved
3 Employee against whom all of the alleged violations were committed. The civil penalties
4 sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
5 be established according to proof at trial.

6 **THE PARTIES**

7 1. Plaintiff is, and at all times mentioned in this complaint was, a resident of
8 Ontario, California, which is in San Bernardino County.

9 2. Plaintiff is informed and believes and on that basis alleges that PMG LA RE
10 is a corporation organized and existing under the laws of California with its principal
11 place of business in Sacramento, which is in Sacramento County.

12 3. PMG LA RE’s place of business, where the below-described incidents took
13 place, is in Orange County, at 2635 W. Orangethorpe Ave., Fullerton, CA 92833.

14 4. Plaintiff worked for PMG LA RE at the Fullerton location from February 5,
15 2023, until January 4, 2024. During the time period relevant to this complaint, Plaintiff
16 worked as a Parts Manager, which is a non-exempt job.

17 5. The names and capacities of DOES 1 through 25, inclusive (“DOES”) are
18 unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants
19 under fictitious names. Plaintiff is informed and believes, and thereupon alleges, that
20 each Defendant designated as a DOE is in some manner highly responsible for the
21 occurrences alleged herein, and that Plaintiff's injuries and damages, as alleged herein,
22 were proximately caused by the conduct of such DOE defendants. Plaintiff will seek
23 leave of the court to amend this complaint to allege the true names and capacities of such
24 DOE defendants when ascertained.

25 6. Plaintiff is informed and believes, and thereon alleges, that each and every
26 one of the acts and omissions alleged herein were performed by, and/or attributable to,
27 all Defendants, each acting as agents and/or employers, and/or under the direction and
28 control of, each of the other Defendants, and that said acts and failure to act were within

1 the course and scope of said agency, employment, and/or direction and control.

2 7. Plaintiff is informed and believes, and based thereon alleges, that each
3 Defendant acted in all respects pertinent to this action as the agent of the other
4 Defendants, that they carried out a joint scheme, business plan or policy in all respects
5 pertinent thereto, and that the acts of each Defendant are legally attributable to the other
6 Defendants.

7 8. As a direct and proximate cause of Defendants' unlawful acts, Plaintiff has
8 suffered, and continues to suffer, from loss of earnings in amounts as yet unascertained,
9 but subject to proof at trial, and within the jurisdiction of this Court.

10 9. As a direct and proximate cause of Defendants' unlawful acts, have
11 suffered violations of the Labor Code, triggering civil penalties in amounts as yet
12 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

13 10. All Defendants were responsible for the events and damages alleged herein,
14 including on the following bases: (a) Defendants committed the acts alleged; (b) at all
15 relevant times, one or more of the Defendants was the agent or employee (and/or acted
16 under the control or supervision of) one or more of the remaining Defendants, and in
17 committing the acts alleged, acted within the course and scope of such agency and
18 employment and/or are otherwise liable for Plaintiff's and the Aggrieved Employees'
19 damages; (c) at all relevant times, there existed a unity of ownership and interest
20 between or among two or more of the Defendants such that any individuality and
21 separateness between or among those defendants has ceased, and Defendants are the
22 alter egos of one another. Defendants exercised domination and control over one another
23 to such an extent that any individuality or separateness of Defendants does not, and at all
24 times herein mentioned did not, exist. Adherence to the fiction of the separate existence
25 of Defendants would permit abuse of the corporate privilege and would sanction fraud
26 and promote injustice. All actions of all Defendants were taken by employees,
27 supervisors, executives, officers, and directors during employment with all Defendants,
28 were taken on behalf of all Defendants, and were engaged in, authorized, ratified, and

1 approved of by all other Defendants.

2 **JURISDICTION AND VENUE**

3 11. The Superior Court of the State of California has jurisdiction over this
4 action pursuant to California Constitution Article VI, section 10, which grants the
5 Superior Court “original jurisdiction in all cases except those given by statute to other
6 trial courts.”

7 12. The Superior Court of the State of California has jurisdiction in this matter
8 because Plaintiff is a resident of the State of California, and the Aggrieved Employees
9 worked for Defendants in California. Moreover, upon information and belief, at least one
10 of the Defendants is a citizen of the state of California, the acts alleged herein took place
11 in California, and Defendants’ violations of California law form the basis for Plaintiff's
12 claims. Further, no federal question is at issue because the claims are based solely on
13 California law, and least one Defendant is a resident of any/or regularly conducts
14 business in the State of California, as well as its principal place of business is located
15 within California.

16 13. Venue is proper in this judicial district and Orange County because
17 Plaintiff worked for PMG LA RE in Orange County, PMG LA RE maintains offices and
18 facilities and transacts business in Orange County, and Defendants’ illegal acts, which
19 are the subject of this action, occurred in Orange County. Thus, a substantial portion of
20 the transactions and occurrences related to this action occurred in this county. Cal. Civ.
21 Proc. Code § 395.

22 14. IWC Wage Order No. 7 applies to this matter because Defendants are in the
23 business of selling motorcycles, and Wage Order 7 is the industry order that applies to
24 this type of retailer.

25 **GENERAL ALLEGATIONS**

26 15. Plaintiff worked for PMG LA RE, LLC, a Harley Davidson dealership, in
27 California. He worked from February 5, 2023 through January 4, 2024 as Parts
28 Manager, and he was classified as non-exempt.

1 16. Throughout Plaintiff's employment, Defendants engaged in illegal
2 practices specifically designed to avoid the payment of meal premiums to Plaintiff and
3 the Aggrieved Employees. Specifically, Plaintiff's direct supervisor, Christian Santos,
4 and John Lund from the corporate payroll department, required Plaintiff to falsely adjust
5 Plaintiff's and some Aggrieved Employees' recorded work hours to reflect meal periods
6 that complied with California law, when meal periods actually were either late, short, or
7 not taken at all.

8 17. Defendants' misconduct resulted in the systemic underpayment of wages,
9 including minimum wages, overtime, and meal premiums for Plaintiff and the Aggrieved
10 Employees.

11 18. Upon information and belief, Defendants similarly instructed all managers
12 statewide to falsely adjust non-exempt employees' work hours to reflect that meal
13 periods were taken when the employees actually were working.

14 19. Recognizing the inherent unfairness and illegality of these tactics, Plaintiff
15 reported these concerns to Defendants, calling these practices what they truly are—wage
16 theft. He reported this to Mr. Santos and Mr. Lund, as well as to another manager, Tatum
17 Orr.

18 20. Following his refusal to participate in or comply with these unjust
19 practices, Plaintiff faced retaliatory actions by the Company, ultimately culminating in
20 the termination of his employment on January 4, 2025.

21 21. Defendants did not provide Plaintiff with his earned and accrued Paid Time
22 Off (PTO) upon termination.

23 22. Upon information and belief, Defendants willfully and intentionally failed
24 to pay earned and accrued PTO upon termination to Aggrieved Employees who no longer
25 work for Defendants.

26 23. Also, Defendants consistently failed to include the total hours worked and
27 applicable hourly rates of pay on wage statements provided to Plaintiff and other
28 Aggrieved Employees.

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods in Violation of Wage Order No. 7, Subd. 11 and**

3 **California Labor Code §§ 512(a) and 226.7(b) and (c))**

4 **(By Plaintiff Individually Against All Defendants)**

5 24. Plaintiff incorporates by reference, and realleges as if fully stated herein,
6 each and every allegation set forth above.

7 25. IWC Wage Order 7, subdivision 11(A) and California Labor Code section
8 512(a) provide that an employer may not require, cause, or permit an employee to work
9 for a work period of more than five (5) hours per day without providing the employee
10 with a meal period of not less than thirty (30) minutes, except that if the total work
11 period per day for the employee is no more than six (6) hours, the meal period may be
12 waived by mutual consent of both the employer and employee.

13 26. California Labor Code section 512(a) further provides that an employer
14 may not require, cause, or permit an employee to work for a work period of more than ten
15 (10) hours per day without providing the employee with a second uninterrupted meal
16 period of not less than thirty (30) minutes, except if the total hours worked is no more
17 than twelve (12) hours, the second meal period may be waived by mutual consent of the
18 employer and the employee only if the first meal period was not waived.

19 27. Plaintiff was scheduled to work for periods of longer than six (6) hours and
20 was required to work for longer than five (5) hours without an uninterrupted meal period
21 of not less than thirty (30) minutes, and did not waive the meal periods.

22 28. Plaintiff was scheduled to work for periods of longer than ten (10) hours
23 and was required to work for longer than ten (10) hours without an uninterrupted second
24 meal period of not less than thirty (30) minutes, and did waive the meal periods.

25 29. Defendants intentionally and willfully required Plaintiff to miss his meal
26 periods and take meal periods that were late, shortened, or interrupted.

27 30. California Labor Code section 226.7(b) provides that no employer shall
28 require an employee to work during any meal or rest period mandated by an applicable

1 order of the California IWC.

2 31. Pursuant to the applicable IWC Wage Order 7, subdivision 11(B), and
3 California Labor Code section 226.7(c), Defendants should have paid Plaintiff one
4 additional hour of pay at Plaintiff's regular rate of compensation for each workday that a
5 meal period was not provided.

6 32. Defendants required to Plaintiff to edit his time punches, or punch
7 incorrectly, to make it appear as though he had taken meal periods, so they could avoid
8 paying Plaintiff meal premiums for these missed, late, and shortened meal periods.

9 33. To the extent PMG LA RE paid any premiums, it paid them at Plaintiff's
10 base hourly rate, not the regular rate of compensation as required under *Ferra v. Loews*
11 *Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021).

12 34. Defendants' conduct violates Wage Order 7, subdivisions 11(A) and (B) and
13 California Labor Code section 226.7(b) and (c), and 512(a).

14 **SECOND CAUSE OF ACTION**

15 **Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197, and**
16 **1197.1**

17 **(By Plaintiff Individually Against All Defendants)**

18 35. Plaintiff incorporates by reference, and realleges as if fully stated herein,
19 each and every allegation set forth above.

20 36. California Labor Code sections 1194, 1197, and 1197.1 provide that the
21 minimum wage must be paid to employees and that payment of a lesser wage is unlawful.
22 Throughout Plaintiffs' employment, Defendants required Plaintiff to work without pay
23 when they required him to falsely edit his time punches or document his work hours
24 incorrectly to make it look like he was taking meal breaks when he was actually working.
25 Plaintiff was not paid for this work time.

26 37. Defendants therefore regularly failed to pay minimum wages to Plaintiff as
27 required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

1 **THIRD CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510(a) and**
3 **1198)**

4 **(By Plaintiff Individually Against All Defendants)**

5 38. California Labor Code section 1198 and the Wage Order 7 section 3(A)
6 provide that it is unlawful to employ persons without compensating them at a rate of pay
7 either time-and-a-half or two-times that person's regular rate of pay, depending on the
8 number of hours worked on a daily or weekly basis.

9 39. Specifically, the applicable IWC Wage Order provides that Defendants are
10 and were required to pay Plaintiff and the Aggrieved Employees at the rate of one-and-
11 one-half Plaintiff's and the Aggrieved Employees' regular rate of pay for all hours
12 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

13 40. The applicable IWC Wage Order further provides that Defendants are and
14 were required to pay Plaintiff and the Aggrieved Employees overtime compensation at a
15 rate of two times Plaintiff's and the Aggrieved Employees' regular rate of pay for all
16 hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of
17 (8) hours on the seventh day of work in a workweek.

18 41. California Labor Code section 510(a) codifies the right to overtime
19 compensation at one-and-one-half times the regular rate of pay for hours worked in
20 excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8)
21 hours worked on the seventh day of work, and twice the regular rate for hours worked in
22 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh
23 day of work.

24 42. During the relevant time period, Defendants required Plaintiff and other
25 managers to falsely adjust Plaintiff's and other employees' recorded work hours to reflect
26 meal periods that complied with California law, when meal periods actually were either
27 late, short, or not taken at all. This resulted in the systemic underpayment of wages,
28 including overtime.

43. Upon information and belief, Defendants required other managers and employees to falsely adjust recorded work hours and/or inaccurately record work hours, resulting in failure to pay wages for all work time.

44. Defendants' failure to pay Plaintiff overtime compensation as required by law violates the provisions of the applicable Wage Order and California Labor Code sections 510(a) and 1198.

FOURTH CAUSE OF ACTION

**(Untimely Payment of Final Wages in Violation of California Labor Code §§ 201, 202,
and 203)**

(By Plaintiff Individually Against All Defendants)

45. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

46. California Labor Code sections 201 and 202 provide that 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 not later than seventy-two hours thereafter, unless the employee has given seventy-two 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.

47. Plaintiff's employment with PMG LA RE was terminated by involuntary discharge. Defendants intentionally and willfully failed to pay Plaintiff upon termination all of his wages, earned and unpaid, including but not limited to minimum wages, overtime wages, and premium pay as required by law.

48. Defendants also willfully refused to pay Plaintiff all his earned and accrued PTO upon termination in violation of Labor Code Section 227.3.

49. This failure to pay earned and unpaid wages is a violation of California Labor Code sections 201 and 202.

50. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the

1 employee shall continue as a penalty (“waiting time penalty”) from the due date thereof
2 at the same rate or until paid or until an action is commenced; but the wages shall not
3 continue for more than thirty (30) days.

4 51. Plaintiff's wages have been due and owing for more than 30 days since
5 Plaintiff's termination of employment, and Defendants' failure to pay was willful. Thus,
6 Defendants are liable to Plaintiff for 30 days' pay.

7 **FIFTH CAUSE OF ACTION**

8 **(Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor**
9 **Code § 226(a))**

10 **(By Plaintiff Individually Against All Defendants)**

11 52. Plaintiff incorporates by reference, and realleges as if fully stated herein,
12 each and every allegation set forth above.

13 53. California Labor Code section 226(a) provides that every employer shall
14 furnish each of its employees an accurate itemized statement in writing showing: (1)
15 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
16 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
17 all deductions, provided that all deductions made on written orders of the employee may
18 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
19 period for which the employee is paid, (7) the name of the employee and only the last four
20 digits of his or her social security number or an employee identification number other
21 than a social security number, (8) the name and address of the legal entity that is the
22 employer, and (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee.

24 54. Defendants failed to provide Plaintiff with complete and accurate wage
25 statements. The deficiencies include, but are not limited to, failure to show the total
26 hours worked and the applicable hourly rates of pay.

27 55. Because of Defendants' violation of California Labor Code section 226(a),
28 Plaintiff has suffered injury and damage to his statutorily protected rights.

56. Plaintiff was denied both his right to receive, and his protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

57. Because Defendants' failure to provide accurate itemized wage statement was knowing and intentional, Plaintiff is entitled to recover from Defendants the greater of his actual damages caused by Defendants' violation of Labor Code Section 226(a), or an aggregate penalty not to exceed four thousand dollars, pursuant to Labor Code section 226(e).

SIXTH CAUSE OF ACTION

Violation of Labor Code § 1102.5, et seq.

(By Plaintiff Individually Against All Defendants)

58. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

59. At all relevant times, California Labor Code section 1102.5 was in effect and was binding on Defendants. This statute prohibits Defendants from retaliating against any employee, including Plaintiff, for raising complaints about violation or non-compliance with a law or regulation, either to a person with authority over Plaintiff or to an employee who has authority to investigate, discover, or correct the violation or non-compliance.

60. Plaintiff reported to Defendants that its requirements that he and other managers falsely edit and otherwise incorrectly record work time to hide meal period violations constituted wage theft. He opposed this practice and refused to further participate in it.

61. Because of this report, Defendants retaliated against Plaintiff by terminating him.

62. Because Plaintiff's report was a contributing factor for the termination, California Labor Code section 1102.6 requires Defendants to prove by clear and convincing evidence that the termination would have occurred for legitimate,

1 independent reasons even if Plaintiff had not engaged in activities protected by section
2 1102.5.

3 63. As a proximate result of Defendants' willful, knowing, and intentional
4 retaliation against Plaintiff, Plaintiff has sustained and continues to sustain substantial
5 losses of earnings and other employment benefits.

6 64. As a proximate result of Defendants' willful, knowing, and intentional
7 retaliation against Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
8 damage to reputation, emotional distress, and mental and physical pain and anguish,
9 causing damages in a sum according to proof.

10 65. Under California Labor Code section 1102.5(f), Defendants are also liable
11 for a civil penalty of up to \$10,000 for each violation of section 1102.5.

12 66. Plaintiff has incurred and continues to incur legal expenses and attorneys'
13 fees. Pursuant to California Labor Code section 1102.5(j), Plaintiff may recover
14 reasonable attorneys' fees in an amount according to proof.

15 67. Defendants committed the acts herein despicably, maliciously,
16 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an
17 improper and evil motive amounting to malice, and in conscious disregard of Plaintiff's
18 rights.

19 68. Defendants committed this conduct with the authorization and/or
20 ratification by one or more officers, directors, or managing agents of the company,
21 including the owners of the PMG LA RE, LLC. Defendants terminated Plaintiff's
22 employment in retaliation for his whistleblowing and so they could continue their
23 unlawful scheme to cause employees to work off-the-clock, but record that time as a meal
24 period, to avoid paying premium pay. Plaintiff is thus entitled to punitive damages from
25 Defendants in an amount according to proof.

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- a. Failing to Pay Plaintiff and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1197 *et seq.*;
- b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code § 510 and 1198;
- c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees in violation of Labor Code 512(a) and/or failing to pay premium pay in violation of Labor Code § 226.7(c);
- d. Willfully and intentionally failing to timely pay Plaintiff and the Aggrieved Employees final wages in violation of Labor Code §§ 201 and 202, including earned PTO, and also willfully and intentionally failing to pay waiting time penalties due under Labor Code § 203.
- e. Knowingly and intentionally failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate itemized wage statements in violation of Labor Code § 226(a), including but not limited to failing to show the total hours worked and applicable hourly rates of pay;
- f. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order;

74. Pursuant to California Labor Code sections 2699, 2699.3 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Labor Code sections 2699, 558, 1197.1, 226, 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of applicable penalties, in all, is in an amount to be shown according to proof at trial.

75. Plaintiff has exhausted his administrative remedies pursuant to Labor Code

1 section 2699.3. On June 26, 2024, Plaintiff's counsel submitted, via online filing with
2 the LWDA and certified mail to Defendants, notice of the specific provisions of the Labor
3 Code and IWC Wage Orders that Defendants have violated, including the facts and
4 theories that support those violations, and of Plaintiff's intent to bring a claim for civil
5 penalties under PAGA. Plaintiff also paid the filing fee required by Labor Code section
6 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the
7 filing of the notice, and the LWDA has not indicated that it intends to investigate the
8 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
9 recover penalties for himself and other Aggrieved Employees pursuant to Labor Code
10 section 2699.3.

11 76. Plaintiff was compelled to retain the services of counsel to file this Action
12 to protect his interests and those of the Aggrieved Employees, and to assess and collect
13 the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable
14 attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), and any other
15 applicable statute.

16 **PRAYER FOR RELIEF**

17 **As to the First Cause of Action (Failure to Provide Meal Periods)**

18 77. That the Court declare, adjudge, and decree that Defendants violated Wage
19 Order 7, subdivisions 11(A) and (B) and California Labor Code section 226.7(b) and (c),
20 and 512(a) by willfully failing to provide all meal periods to Plaintiff, by requiring to
21 work during the times that meal periods should have been provided, and for not paying
22 the required premium pay;

23 78. That the Court award Plaintiff one (1) hour of pay at Plaintiff's regular rate
24 of compensation for each workday that a meal period was not provided under Wage Order
25 7, subdivision 11(B) and Labor Code Section 226.7(c);

26 79. For prejudgment interest on any unpaid amounts from the date such
27 amounts were due.

28 80. For an award of costs under Cal. Code Civ. Pro. § 1032;

1 81. For such other and further relief as the Court may deem just and proper.

2 **As to the Second Cause of Action (Failure to Pay Minimum Wages)**

3 82. That the Court declare, adjudge, and decree that Defendants violated
4 California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay
5 minimum wages to Plaintiff.

6 83. For general unpaid wages and special damages ad may be appropriate.

7 84. For statutory wage penalties pursuant to California Labor Code section
8 1197.1 for Plaintiff in the amount as may be established according to proof at trial.

9 85. For pre-judgment interest at the rate of 10% on any unpaid compensation
10 commencing from the date such amounts are due, per Labor Code section 218.6.

11 86. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Labor Code sections 1194(a) and 218.5.

13 87. For an award of costs under Cal. Code Civ. Pro. § 1032;

14 88. For liquidated damages pursuant to California Labor Code section 1194.2;
15 and

16 89. For such other and further relief as the Court may deem just and proper.

17 **As to the Third Cause of Action (Failure to Pay Overtime)**

18 90. That the Court declare, adjudge, and decree that Defendants violated
19 California Labor Code sections 510 and 1198 and the applicable Wage Order 2,
20 subdivision 3(A) by willfully failing to pay all overtime wages due to Plaintiff;

21 91. For general unpaid wages at overtime wage rates;

22 92. For pre-judgment interest at the rate of 10% on any unpaid compensation
23 commencing from the date such amounts are due, per Labor Code section 218.6;

24 93. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code sections 218.5 and 1194;

26 94. For an award of costs under Cal. Code Civ. Pro. § 1032; and

27 95. For such other and further relief as the Court may deem just and proper.
28

1 **As to the Fourth Cause of Action (Untimely Payment of Final Wages)**

2 96. That the Court declare, adjudge, and decree that Defendants violated
3 California Labor Code sections 201, 202, and 203 by willfully failing to pay all
4 compensation owed when Plaintiff's employment terminated;

5 97. For statutory wage penalties pursuant to California Labor Code section
6 203;

7 98. For attorney fees and costs under Labor Code section 218.5;

8 99. For pre-judgment interest at the rate of 10% on any unpaid compensation
9 commencing from the date such amounts are due, per Labor Code section 218.6;

10 100. For an award of costs under Cal. Code Civ. Pro. § 1032;

11 101. For such other and further relief as the Court may deem just and proper.

12 **As to the Fifth Cause of Action (Failure to Provide Accurate Itemized Wage Statements)**

13 102. That the Court declare, adjudge, and decree that Defendants violated Labor
14 Code Section 226(a) and failed to provide Plaintiff with accurate itemized wage
15 statements;

16 103. For actual damages according to proof, or statutory penalties pursuant to
17 California Labor Code section 226(e) up to \$4,000, whichever is greater;

18 104. For injunctive relief to ensure compliance with Labor Code Section 226(a),
19 pursuant to section 226(h);

20 105. For attorneys' fees and costs pursuant to Labor Code sections 226(e) and
21 226(h);

22 106. For an award of costs under Cal. Code Civ. Pro. § 1032; and

23 107. For such other and further relief as the Court may deem just and proper.

24 **As to the Sixth Cause of Action (Retaliation)**

25 108. That the court declare, adjudge, and decree that Defendants violated
26 California Labor Code section 1102.5;

27 109. For general and special damages;

28 110. For statutory damages;

111. For civil penalties under Labor Code § 1102.5(f);
112. For punitive damages under Cal. Civ. Code § 3294;
113. For an award of costs under Cal. Code Civ. Pro. § 1032;
114. For an award of reasonable attorneys' fees under Cal. Lab. Code § 1102.5(j)
115. For an award of pre-judgment and post-judgment interest for the maximum amount allowed by law on all damages awarded;
116. For any and all other relief the Court deems just and proper.

As to the Seventh Cause of Action (PAGA)

117. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 510, 558, 226, 1102.5, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes;
118. For statutory attorneys' fees and costs pursuant to 2699(k)(1) of the California Labor Code; and
119. For such other relief as the court deems just and proper.

Dated: October 11, 2024

ADVANTAGE ADVOCATES, P.C.

By:



AMY S. RAMSEY
Attorney for Plaintiff
JOSEPH ESPARZA