

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
HECTOR HERNANDEZ AVILA

FILED
Superior Court of California
County of Los Angeles

08/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HECTOR HERNANDEZ AVILA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

MOSS MANAGEMENT SERVICES, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 24STCV15560

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and 558);**
- (2) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and 558);**
- (3) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (4) FAILURE TO INDEMNIFY FOR ALL
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE §§
2802 and 2804);**
- (5) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (6) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Hector Hernandez Avila (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Moss Management Services,
3 Inc.; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on information and
4 belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 226 *et seq.*, 226.7,
8 512, 516, 2698 *et seq.*, 2802, 2804, California Business & Professions Code § 17200 *et seq.*, and
9 Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking
10 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
17 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
18 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
23 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
24 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
25 to him by Labor Code §§ 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq.*, 2802, 2804, Business
26 and Professions Code Section § 17200 *et seq.*, and Wage Order 4, which sets employment
27 standards for the professional, technical, clerical, mechanical and similar occupations.

28 4. Plaintiff is informed and believes, and based thereon alleges, that during the time

1 period relevant to this action, Defendants did (and do) business within Los Angeles County and
2 the State of California by operating a property management company and maintaining residential
3 and commercial properties.

4 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 mentioned herein, Defendants were licensed to do business in California and were the employers
6 of Plaintiff and of the members of the Classes (as defined in Paragraph 14).

7 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
8 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
9 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
10 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
11 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
12 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
13 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
14 to the illegal employment practices, wrongs and injuries complained of herein. All references in
15 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

16 7. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each and every one of
19 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
20 were acting within the course and scope of said agency and employment. Defendants, and each
21 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
22 omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
27 Classes (as defined in Paragraph 14).

28 / / /

GENERAL FACTUAL ALLEGATIONS

9. Defendants employed Plaintiff in the non-exempt job position of “Maintenance Technician” (or similarly titled position). Plaintiff was hired by Defendants in or about July 2019 and continues to be employed by Defendants.

10. During Plaintiff’s employment with Defendants, Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes). Furthermore, Defendant required Plaintiff to keep his cellular phone on at all times during his shift and Plaintiff was required to respond to calls throughout his shift, including during meal periods. Because Plaintiff was required to carry his phone at all times during his shift, Plaintiff was not provided with off-duty meal periods as his meal periods were constantly interrupted with work-related calls. On those occasions when Plaintiff was not provided with all legally-required meal periods to which he was entitled, Defendants did not always compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants did not always maintain a payroll code for paying meal period premiums under Labor Code § 226.7.

11. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees as Defendants’ rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, based upon information and belief, Defendants failed to authorize or permit Plaintiff and other non-exempt employees to take all off-duty rest periods due to work demands imposed by Defendants. Furthermore, Defendant required Plaintiff to keep his cellular phone on at all times during his shift and Plaintiff was required to respond to calls throughout his shift, including during rest periods. On the occasions when Plaintiff was not provided with all legally compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Upon

information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

12. Defendants also failed to reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, personal cellular phone expenses. Specifically, although Defendants gave Plaintiff a company phone to clock in and out of his work shift, Defendants still communicated with Plaintiff through Plaintiff's personal cell phone to answer maintenance requests, speak to company vendors, or respond to any emergencies. Despite these necessary expenditures, Defendants failed to reimburse Plaintiff for his cell phone expenses. As a result, Plaintiff and other non-exempt employees were not reimbursed for these work-related expenditures as required pursuant to Labor Code § 2802.

13. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all meal and rest period premium wages earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

CLASS ACTION ALLEGATIONS

14. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

- a. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.
- b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours in duration, during the four years immediately preceding the filing of the Complaint through the present.
- c. The Wage Statement Class consists of all of Defendants' current and former non-exempt employees in California who have received a wage statement, during the one year immediately preceding the filing of the Complaint through the present.
- d. The Expense Reimbursement Class consists of all Defendants' current and former

1 non-exempt employees in California who were not reimbursed for the use of their
2 personal cellular phones, during the four years immediately preceding the filing of
3 the Complaint through the present.

4 15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
5 joinder of all members would be unfeasible and not practicable. The membership of the classes
6 and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes
7 number is in excess of 100 individuals as to each class. The identity of such membership is readily
8 ascertainable via inspection of Defendants' employment records.

9 16. **Common Questions of Law and Fact Predominate/Well Defined Community**
10 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
11 situated employees, which predominate over questions affecting only individual members
12 including, without limitation, to:

- 13 i. Whether Defendants provided legally compliant meal periods to members of the
14 Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 15 ii. Whether Defendants correctly paid meal period premium payments for non-
16 compliant meal periods pursuant to Labor Code § 226.7;
- 17 iii. Whether Defendants authorized and permitted legally compliant rest periods to
18 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 19 iv. Whether Defendants correctly paid rest period premium payments for non-
20 compliant rest periods pursuant to Labor Code § 226.7;
- 21 v. Whether Defendants furnished legally compliant wage statements to members of
22 the Wage Statement Class pursuant to Labor Code § 226; and
- 23 vi. Whether Defendants' reimbursement policies/practices failed to reimburse or
24 indemnify Expense Reimbursement Class members for necessary business
25 expenditures, thereby depriving members of the Expense Reimbursement Class of
26 all reimbursements to which they have been entitled as a matter of law.

27 17. **Predominance of Common Questions:** Common questions of law and fact
28 predominate over questions that affect only individual members of the Classes. The common

1 questions of law and fact set forth above are numerous and substantial and stem from Defendants’
2 uniform policies and/or practices applicable to each individual class member including, but not
3 limited to, Defendants’ uniform meal and rest period policies and/or practices. As such, the
4 common questions predominate over individual questions concerning each individual class
5 member’s showing as to his or her eligibility for recovery or as to the amount of his or her
6 damages.

7 18. **Typicality:** Plaintiff’s claims are typical of the claims of the Classes because
8 Plaintiff was employed by Defendants as a non-exempt employee in California during the
9 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
10 herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods,
11 was not authorized and permitted to take all required rest periods, and was not reimbursed for the
12 use of his personal cellphone for business-related purposes.

13 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
14 to represent fairly and adequately the interests of the members of the Classes. Moreover,
15 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the members of
16 the Classes and Plaintiff. Plaintiff’s attorneys have prosecuted and defended numerous wage-and-
17 hour class actions in state and federal courts in the past and are committed to vigorously
18 prosecuting this action on behalf of the members of the Classes.

19 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves
20 an important public interest in establishing minimum working conditions and standards in
21 California. These laws and labor standards protect the average working employee from
22 exploitation by employers who have the responsibility to follow the laws and who may seek to
23 take advantage of superior economic and bargaining power in setting onerous terms and
24 conditions of employment. The nature of this action and the format of laws available to Plaintiff
25 and members of the Classes make the class action format a particularly efficient and appropriate
26 procedure to redress the violations alleged herein. If each employee were required to file an
27 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
28 would be able to exploit and overwhelm the limited resources of each individual plaintiff with

1 their vastly superior financial and legal resources. Moreover, requiring each member of the
2 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
3 employees who would be disinclined to file an action against their former and/or current employer
4 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
5 employment. Further, the prosecution of separate actions by the individual class members, even
6 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
7 with respect to the individual class members against Defendants herein; and which would
8 establish potentially incompatible standards of conduct for Defendants; and/or legal
9 determinations with respect to individual class members which would, as a practical matter, be
10 dispositive of the interest of the other class members not parties to adjudications or which would
11 substantially impair or impede the ability of the class members to protect their interests. Further,
12 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
13 individual prosecution considering all of the concomitant costs and expenses attending thereto.
14 As such, the Classes identified in Paragraph 14 are maintainable as classes under § 382 of the
15 Code of Civil Procedure.

16 **FIRST CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 21. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed in their affirmative obligation to provide all of their non-exempt employees in California,
22 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
23 in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite
24 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
25 of the Meal Period Class at their respective regular rates of pay, in accordance with California
26 Labor Code §§ 204, 210, 226.7, and 512.

27 23. As a result, Defendants are responsible for paying premium compensation for meal
28 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest

thereon, statutory penalties, civil penalties, and costs of suit.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

26. As alleged herein, and due to Defendants' unlawful rest period policies and/or practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all paid rest periods to which they were legally entitled. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

27. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and 558, Wage Order 4, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with wage statements that complied with the requirements of Labor Code § 226(a).

30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures

led to, among other things, the non-payment of all meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

31. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES (AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or his or her obedience to the directions of the employer."

34. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

35. Due to Defendants' unlawful policy and practice of requiring employees to use their personal cellular phones for work-related purposes, and failing to pay reimbursements to Plaintiffs and members of the Employee Expense Class, Defendants have violated Labor Code §2802.

36. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 4, § 9, Plaintiff and members of the Expense Reimbursement Class were damaged in sums, which will be shown according to proof.

37. Plaintiff and members of the Expense Reimbursement Class are entitled to

attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

38. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditures.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by: (a) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments at the correct rate of pay; (b) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (c) knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226; and (d) failing to indemnify members of the Expense Reimbursement Class for all necessary business expenses.

41. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

43. The acts complained of herein occurred within the last four years immediately

preceding the filing of the Plaintiff's Complaint.

44. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7,

512, 558, and 1198;

b. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

c. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

d. Failing to reimburse Plaintiff, the Expense Reimbursement Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;

e. Failing to timely pay all final wages and compensation earned by other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

47. On June 21, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 46 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

48. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

49. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation

1 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay
2 period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per
3 employee per pay period for those violations of the Labor Code for which no civil penalty is
4 specifically provided, based on the Labor Code violations identified in Paragraph 46 (a)-(g);

5 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code
6 §§ 226, 2699(g), and 2802(c); and Code of Civil Procedure § 1021.5; and

7 11. For such other and further relief, the Court may deem just and proper.

8
9 Dated: August 26, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

10
11 By:



Paul K. Haines
Attorneys for Plaintiff

12
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

15
16 Dated: August 26, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

17
18 By:



Paul K. Haines
Attorneys for Plaintiff