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SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

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all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

ARMANDO AMADOR, as an aggrieved
employee, and on behalf of all aggrieved
employees,

Plaintiff,

vs.

EAST BAY LOGISTICS, INC.; and DOES 1
through 100, inclusive,

Defendants.

Case No.

C25-00292

COMPLAINT FOR:

1. Civil Penalties Pursuant to The
Private Attorneys General Act

DEMAND FOR JURY TRIAL

PLAINTIFF ARMANDO AMADOR (“PLAINTIFF”), as an aggrieved employee, and on
behalf of all aggrieved employees, hereby submits this Complaint against EAST BAY
LOGISTICS, INC.; and DOES 1 through 100, inclusive, (collectively “DEFENDANTS”):

INTRODUCTION

1. This is a PAGA-only lawsuit being brought on behalf of all non-exempt employees who work(ed) for DEFENDANTS in California, seeking only relief as authorized by the PAGA statutes (Labor Code § 2698, *et seq.*). PLAINTIFF and aggrieved employees work(ed) at DEFENDANTS' various locations in California. PLAINTIFF and aggrieved employees have been subjected to numerous wage and hour violations which are the result of systemic policies and procedures implemented by DEFENDANTS.

2. DEFENDANTS' actions give rise to violations of state wage and hour laws, including laws mandating the payment of wages. Through this lawsuit, PLAINTIFF, and all aggrieved employees, seek to recover all penalties associated with DEFENDANTS' rampant and willful violations of the law, costs, and attorneys' fees.

JURISDICTION AND VENUE

3. This Court is the proper Court, and this action is properly filed in Contra Costa County because among other things, Contra Costa County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between PLAINTIFF and DEFENDANTS was due to be performed; the county in which the employment contract, or part of it, between PLAINTIFF and DEFENDANTS was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on PLAINTIFF and AGGRIEVED EMPLOYEES in Contra Costa County, and because Defendants employ numerous AGGRIEVED EMPLOYEES in Contra Costa County.

THE PARTIES

4. Plaintiff Armando Amador is, and at all times relevant hereto was, a resident of the State of California, County of Contra Costa.

5. Defendant East Bay Logistics, Inc. is, and at all times relevant hereto was, a corporation, existing, doing business, and employing individuals in the County of Contra Costa, State of California.

1 6. The true names and capacities, whether individual, corporate, associate, or otherwise
2 of the DEFENDANTS named herein as DOES 1-50, inclusive, are unknown to PLAINTIFF at this
3 time and therefore said DEFENDANTS are sued by such fictitious names. PLAINTIFF will seek
4 leave to amend this Complaint to insert the true names and capacities of said DEFENDANTS when
5 the same become known to Plaintiff. PLAINTIFF is informed and believes and thereupon alleges
6 that each of the fictitiously named DEFENDANTS is responsible for the wrongful acts alleged
7 herein and is therefore liable to PLAINTIFF as alleged hereinafter.

8 7. PLAINTIFF is informed and believes, and based thereupon allege, that at all times
9 relevant hereto, DEFENDANTS, and each of them, were the agents, employees, managing agents,
10 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the
11 other DEFENDANTS, and each of them, and in doing the things alleged herein, were acting at least
12 in part within the course and scope of said agency, employment, conspiracy, joint employment, alter
13 ego status, and/or joint venture and with the permission and consent of each of the other
14 DEFENDANTS.

15 8. PLAINTIFF is informed and believes, and based thereupon allege, that
16 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, acted in
17 concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
18 compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
19 so. PLAINTIFF are further informed and believes, and based thereupon allege, that the
20 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, formed
21 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
22 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
23 intended to and actually causing PLAINTIFF' harm.

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

27 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

1 10. PLAINTIFF is informed and believes, and based thereon alleges, that there exists
2 such a unity of interest and ownership between DEFENDANTS and DOES 1-50 that the
3 individuality and separateness of DEFENDANTS have ceased to exist.

4 11. PLAINTIFF is informed and believes, and based thereon alleges, that despite the
5 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
6 DEFENDANTS, including, but not limited to, for the following reasons:

7 a) DEFENDANTS are completely dominated and controlled by DOES 1-50, who
8 personally violated the laws set forth in this complaint, and who have hidden and currently hide
9 behind DEFENDANTS to circumvent statutes or accomplish some other wrongful or inequitable
10 purpose.

11 b) DOES 1-50 derive actual and significant monetary benefits by and through
12 DEFENDANTS' unlawful conduct, and by using DEFENDANTS as the funding source for their
13 own personal expenditures.

14 c) PLAINTIFF is informed and believes, and thereupon alleges, that DEFENDANTS
15 and DOES 1-50, while really one and the same, were segregated to appear as though separate and
16 distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable
17 purpose.

18 d) PLAINTIFF is informed and believes that DEFENDANTS do not comply with all
19 requisite corporate formalities to maintain a legal and separate corporate existence.

20 e) PLAINTIFF is informed and believes, and based thereon alleges, that the business
21 affairs of DEFENDANTS and DOES 1-50 are, and at all times relevant hereto were, so mixed and
22 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
23 confusion. DEFENDANTS are, and at all times relevant hereto were, used by DOES 1-50 as a mere
24 shell and conduit for the conduct of certain of DEFENDANTS' affairs, and are, and were, the alter
25 ego of DOES 1-50. The recognition of the separate existence of DEFENDANTS would not promote
26 justice, in that it would permit DEFENDANTS to insulate themselves from liability to PLAINTIFF
27 for violations of the Government Code, Labor Code, and other statutory violations. The corporate
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1 existence of DEFENDANTS and DOES 1-50 should be disregarded in equity and for the ends of
2 justice because such disregard is necessary to avoid fraud and injustice to PLAINTIFF herein.

3 12. Accordingly, DEFENDANTS constitute the alter ego of DOES 1-50, and the fiction
4 of their separate corporate existence must be disregarded.

5 13. As a result of the aforementioned facts, PLAINTIFF is informed and believes, and
6 based thereon alleges that DEFENDANTS and DOES 1-50 are PLAINTIFF's joint employers by
7 virtue of a joint enterprise, and that PLAINTIFF was an employee of DEFENDANTS and DOES
8 1-50. PLAINTIFF performed services for each and every one of DEFENDANTS, and to the mutual
9 benefit of all DEFENDANTS, and all DEFENDANTS shared control of PLAINTIFF as an
10 employee, either directly or indirectly, in the manner in which Defendant' business was and is
11 conducted.

12 14. PLAINTIFF is informed and believes and thereupon alleges that East Bay Logistics,
13 Inc. and DOES 1-50 were the actual employers and/or "person[s] acting on behalf of the employer"
14 within the meaning of *Labor Code* section 558.1.

15 **PRIVATE ATTORNEYS GENERAL ACT ADMINISTRATIVE PREREQUISITE**

16 15. Pursuant to Labor Code section 2699.3, on June 19, 2024, prior to filing this
17 complaint, PLAINTIFF gave written notice to the Labor Workforce Development Agency
18 ("LWDA") and to DEFENDANTS, specifying the provisions alleged to have been violated by
19 DEFENDANTS, and including the facts and theories supporting the alleged violations.

20 16. As of the date of this Complaint, sixty-five (65) days have passed since PLAINTIFF
21 provided notice of the violations alleged herein to the Labor Workforce Development Agency
22 ("LWDA"), and the LWDA has not provided notice of its intent to investigate PLAINTIFF's claims.

23 **GENERAL ALLEGATIONS**

24 17. At all times relevant hereto, PLAINTIFF was employed by DEFENDANTS as a non-
25 exempt employee, with duties that included, but were not limited to, truck driving. Plaintiff worked
26 for Defendants from approximately December of 2021 through to approximately December of 2023.

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1 18. PLAINTIFF and AGGRIEVED EMPLOYEES are current or former non-exempt
2 employees of DEFENDANTS. PLAINTIFF and the AGGRIEVED EMPLOYEES have been
3 subjected to a variety of wage and hour violations during their employment with DEFENDANTS.

4 **Failure to Pay Wages for All Hours Worked**

5 Throughout the relevant time period, DEFENDANTS failed to pay PLAINTIFF and the
6 AGGRIEVED EMPLOYEES for all hours worked in violation of Labor Code sections 1194, 1197,
7 and the IWC Wage Orders. DEFENDANTS engaged, suffered, or permitted employees to work off
8 the clock, including, without limitation, by requiring PLAINTIFF and the AGGRIEVED
9 EMPLOYEES: to come early to work and leave late work without being able to clock in for all that
10 time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift
11 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
12 continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment
13 off the clock, to attend company meetings off the clock, to make phone calls off the clock; to drive
14 off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time
15 entries to show less hours than actually worked; failing to pay split shift premiums; and failing to
16 pay reporting time pay to the detriment of Plaintiff and the AGGRIEVED EMPLOYEES.

17 **Failure to Pay Proper Overtime Compensation**

18 19. Throughout the relevant period, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 were non-exempt employees covered by Labor Code § 510 and one or more IWC Wage Orders. On
20 multiple occasions throughout the relevant time period, PLAINTIFF and the AGGRIEVED
21 EMPLOYEES worked overtime by working in excess of eight (8) hours in one workday, and/or in
22 excess of forty (40) hours in any one workweek, and/or working on the seventh day of work in any
23 one workweek. Despite working overtime hours, PLAINTIFF and the AGGRIEVED EMPLOYEES
24 were not compensated at the rate of at least one and one-half times the regular rate of pay for all
25 overtime hours worked. Further, on multiple occasions throughout the relevant time period,
26 PLAINTIFF and the AGGRIEVED EMPLOYEES worked in excess of twelve (12) hours in one
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1 day and/or in excess of eight (8) hours on the seventh day of work in any one workweek, and were
2 not compensated at the rate of at least twice the regular rate of pay for these hours worked.

3 20. Off-the-Clock Hours Worked: DEFENDANTS' failure to properly pay overtime to
4 PLAINTIFF and the AGGRIEVED EMPLOYEES is and was due in part to DEFENDANTS' failure
5 to capture the off-the-clock work, including, without limitation, by requiring PLAINTIFF and
6 AGGRIEVED EMPLOYEES: to come early to work and leave late work without being able to
7 clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
8 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
9 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
10 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off
11 the clock, to drive off the clock, and/or go through security screenings and/or temperature checks
12 off the clock; ; detrimental rounding of employee time entries, editing and/or manipulation of time
13 entries; and by attempting but failing to properly implement an alternative workweek schedule
14 ("AWS") (including, without limitation, by failing to implement a written agreement designating
15 the regularly scheduled alternative workweek in which the specified number of work days and work
16 hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the
17 performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit;
18 failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to
19 register an AWS election with the State of California, as required by Labor Code section 511 and
20 applicable Wage Orders)] to the detriment of PLAINTIFF and AGGRIEVED EMPLOYEES.

21 21. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Pursuant to Labor
22 Code § 510, overtime and double-time pay shall be compensated as multiples of an employee's
23 "regular rate of pay." An employee's regular rate of pay includes the employee's hourly rate and all
24 nondiscretionary incentive payments, such as bonuses and commissions, provided to the employee
25 for work performed. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.)
26 DEFENDANTS did not properly make adjustments to the overtime and double-time rates paid to
27 PLAINTIFF and the AGGRIEVED EMPLOYEES to reflect all nondiscretionary pay. As a result,

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1 PLAINTIFF and the AGGRIEVED EMPLOYEES have been denied “the unpaid balance of the full
2 amount of this...overtime compensation” as required by Labor Code § 1194.

3 **Failure to Provide Rest Periods**

4 22. During the relevant time period, DEFENDANTS failed to maintain a compliant rest
5 period policy and practice. DEFENDANTS did not authorize or permit PLAINTIFF and the
6 AGGRIEVED EMPLOYEES to take at least a ten-minute rest period in which they were relieved
7 of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Labor Code
8 §§ 226.7, § 512 and applicable IWC Wage Orders.

9 23. DEFENDANTS further failed to pay PLAINTIFF and the AGGRIEVED
10 EMPLOYEES all premium compensation (one hour of pay at the employee’s regular rate of pay for
11 missed or untimely rest periods) mandated by Labor code § 226.7(b) for these missed rest periods.

12 24. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when
13 DEFENDANTS attempted to issue premium compensation for missed rest periods, such premium
14 compensation did not properly take into account all non-discretionary pay, resulting in an under
15 payment of premium compensation to PLAINTIFF and the AGGRIEVED EMPLOYEES.

16 **Failure to Provide Timely, Uninterrupted Meal Periods**

17 25. During the relevant time period, DEFENDANTS failed to maintain a compliant meal
18 period policy and practice. DEFENDANTS failed to provide PLAINTIFF and the AGGRIEVED
19 EMPLOYEES with the right to take an off-duty 30-minute meal period. Labor Code § 512 provides,
20 “[a]n employer may not employ an employee for a work period for more than five hours per day
21 without providing the employee with a meal period of not less than 30 minutes...” Labor Code §
22 226.7(a) provides, “[n]o employer shall require an employee to work during any meal...period
23 mandated by an applicable order of the Industrial Welfare commission.” Paragraph 11(A) of the
24 Wage Orders provides, in pertinent part, “[u]nless the employee is relieved of all duty during a 30
25 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as
26 time worked.”

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1 26. PLAINTIFF and the AGGRIEVED EMPLOYEES were often given so much work
2 and understaffed that they were unable to take time away from their duties for breaks. When
3 PLAINTIFF was able to take meal periods, PLAINTIFF was frequently interrupted with job duties.
4 Meal breaks were fully non-compliant because PLAINTIFF was unable to leave the place of
5 employment and were thus under DEFENDANTS' control for the entire meal period.

6 27. Failure to Provide Second Meal Periods: Similarly, PLAINTIFF and the
7 AGGRIEVED EMPLOYEES were not authorized and permitted to take second meal periods during
8 shifts of ten hours or longer.

9 28. DEFENDANTS further failed to pay PLAINTIFF and the AGGRIEVED
10 EMPLOYEES all premium compensation (one hour of pay at the employee's regular rate of pay for
11 missed or untimely meal periods) mandated by Labor code § 226.7(b) for these missed meal periods.

12 29. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when
13 DEFENDANTS attempted to issue premium compensation for missed meal periods, such premium
14 compensation did not properly take into account all non-discretionary pay, resulting in an under
15 payment of premium compensation to PLAINTIFF and the AGGRIEVED EMPLOYEES.

16 **Failure to Reimburse for Required Business Expenses**

17 30. Labor Code § 2802 requires employers to indemnify employees for necessary
18 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
19 DEFENDANTS required PLAINTIFF and the AGGRIEVED EMPLOYEES to incur costs in using
20 cellular phones for work-related purpose, but failed to reimburse PLAINTIFF and the
21 AGGRIEVED EMPLOYEES as required by the Labor Code and applicable Wage Order(s).

22 **Failure to Timely Pay All Wages Owed**

23 31. Failure to pay all wages owed to employees at termination/resignation: As set forth
24 above, due to DEFENDANTS' unlawful employment practices, DEFENDANTS knowingly and
25 willfully failed to timely pay all wages owed to PLAINTIFF and the AGGRIEVED EMPLOYEES
26 at the time that employment terminated. DEFENDANTS willfully failed to pay aggrieved
27 employees who are no longer employed all compensation due upon termination of employment as
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1 required by Cal. Labor Code §§ 201 and 202. Pursuant to sections 203 and 256, PLAINTIFF and
2 the AGGRIEVED EMPLOYEES are now also entitled to recover up to thirty (30) days of wages
3 for DEFENDANTS' willful failure to comply with the statutory requirements of sections 201 and
4 202 of the Labor Code.

5 32. Failure to pay all wages owed twice per month: Labor Code § 204 requires employers
6 to pay all wages earned by non-exempt employees at least twice during each calendar month, within
7 seven calendar days following the close of the payroll period. DEFENDANTS failed to pay all
8 wages owed to PLAINTIFF and the AGGRIEVED EMPLOYEES as a result of the unlawful
9 employment policies and practices discussed herein.

10 **Failure to Provide Accurate Itemized Wage Statements and Maintain Required Records**

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

22 34. DEFENDANTS knowingly and intentionally failed to provide timely, accurate,
23 itemized wage statements to PLAINTIFF and the AGGRIEVED EMPLOYEES, as well as maintain
24 accurate records, in accordance with Labor Code §§ 226 and 1174. The wage statements provided
25 to PLAINTIFF and the AGGRIEVED EMPLOYEES have not accurately reflected actual gross
26 wages earned and total hours worked. Such failures cause actual injury to PLAINTIFF and others,
27 by, among other things, impeding them from knowing the total hours worked and the amount of
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1 wages to which they are and were entitled. DEFENDANTS knowingly and intentionally failed to
2 itemize the correct wages earned, net wages earned, and total hours worked.

3 35. As a result of these violations of California Labor Code § 226(a), PLAINTIFF and
4 the AGGRIEVED EMPLOYEES suffered injury because, among other things,

- 5 a) the violations led them to believe that they were not entitled to be paid minimum
6 wages, overtime wages, meal period premium wages, and rest period premium wages
7 to which they were in fact entitled;
- 8 b) the violations led them to believe that they had been paid the minimum, overtime,
9 meal period premium, and rest period premium wages, even though they had not
10 been;
- 11 c) the violations hindered them from determining the amounts of minimum wages,
12 overtime, meal period premium, and rest period premium owed to them;
- 13 d) in connection with their employment, before and during this action, and in
14 connection with prosecuting this action, the violations caused them to have to
15 perform mathematical computations to determine the amounts of wages owed to
16 them, computations they would not have to make if the wage statements contained
17 the required accurate information;
- 18 e) the violations, by understating the wages truly due to PLAINTIFF and the
19 AGGRIEVED EMPLOYEES, caused them to lose entitlement and/or accrual of the
20 full amount of Social Security, disability, unemployment, and other governmental
21 benefits;
- 22 f) the wage statements inaccurately understated the wages, hours, and wages rates to
23 which PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled, and as a
24 result PLAINTIFF and the AGGRIEVED EMPLOYEES were in fact paid less
25 wages and/or a lower wage rate than the wages to which they were entitled.

26 **Failure to Pay Proper Sick Leave Wages**

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1 36. During their employment with DEFENDANTS, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES were entitled to “paid sick days” pursuant to California Labor Code section 245, *et*
3 *seq.*

4 37. Labor Code § 246(l) requires that employers pay sick time pay to non-exempt
5 employees at the employee’s “regular rate of pay.” Employers may either calculate “paid sick days”
6 for non-exempt employees in California at the regular rate of pay for the workweek in which the
7 employee uses paid sick time or by dividing the employee’s total wages, into including overtime
8 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of
9 employment. Labor Code 246(l)(2). The “regular rate of pay” includes all remuneration for
10 employment paid to the employee and includes, but is not limited to, shift differentials and non-
11 discretionary incentive bonuses.

12 38. During the relevant time period, PLAINTIFF and the AGGRIEVED EMPLOYEES
13 accrued and took paid sick leave. However, DEFENDANTS failed to include non-discretionary
14 remuneration when determining the “regular rate of pay.” Instead, DEFENDANTS only paid
15 PLAINTIFF and the AGGRIEVED EMPLOYEES paid sick leave at their base hourly rate, rather
16 than at their “regular rate of pay.”

17 **Failure to Properly Pay Vacation Pay**

18 39. At the termination of PLAINTIFF and the AGGRIEVED EMPLOYEES’
19 employment with DEFENDANTS, PLAINTIFF and the AGGRIEVED EMPLOYEES had earned
20 but unused vacation pay.

21 40. California Labor Code section 227.3 requires employers to pay terminated
22 employees for their unused paid vacation time at their final rate of pay. However, DEFENDANTS
23 did not pay PLAINTIFF and the AGGRIEVED EMPLOYEES for their unused paid vacation time
24 at the final rate of pay because the rate of pay used by DEFENDANTS did not take into account all
25 non-discretionary pay earned by PLAINTIFF and the AGGRIEVED EMPLOYEES.

26 **FIRST CAUSE OF ACTION**

27 **Civil Penalties Pursuant to The Private Attorneys General Act**

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[Labor Code § 2698 *et seq.*]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

41. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

42. PLAINTIFF alleges—on information and belief—that DEFENDANTS violated Labor Code sections 201, 202, 203, 256 (waiting time), 204, 210 (timely wages during employment), 226, 226(a), 226.3, 226.6 (wage statements), 226, 1174, 1174.5 (maintenance of records), 226.2, 226.7, 510, 512, 1194, 1197 (meal and rest periods), 227.3 (vacation pay), 233, 246 (sick pay), 1182.12, 1194, 1197, 1197.1 (minimum wage), 510, 1194, 1198 (overtime), as well as all applicable Wage Orders, as alleged herein.

43. These violations subject employers and individuals to civil penalties as set forth in (1) the foregoing statutes to the extent that they are specified and contained therein, which PLAINTIFF will be seeking individually and on the behalf of all aggrieved employees; or to (2) to the extent that that the statutes do not provide for PAGA civil penalties or PAGA available relief, then PLAINTIFF will seek the default PAGA penalties for each of the preceding statutory violations in accordance with Labor Code section 2699(f), individually and for all aggrieved employees, as well as the LWDA.

44. Pursuant to Labor Code section 2699(g), PLAINTIFF is entitled to an award of reasonable attorney fees and costs in connection with the claim for civil penalties.

45. PLAINTIFF has exhausted the administrative remedies by providing notice to the LWDA and to DEFENDANTS as required by the PAGA statute, complying with all requirements to exhaust the administrative remedies on or about June 19, 2024. Neither PLAINTIFF nor PLAINTIFF's counsel received a response from DEFENDANTS or the LWDA.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF and the AGGRIEVED EMPLOYEES pray for judgment against DEFENDANTS, and each of the, as follows:

- 1 1. For Civil Penalties as permitted by PAGA;
2 2. For attorney's fees and costs as provided by statute; and
3 3. For all such other and further relief that the court may deem just and proper.

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5 DATED: January 30, 2025

Respectfully Submitted,
ELKIN | GAMBOA LLP



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8 By: _____
9 Michael Elkin
10 David D. Bibiyan
11 Benjamin McLain
12 Attorneys for Plaintiff Armando Amador

13 **DEMAND FOR TRIAL BY JURY**

14 PLAINTIFF hereby demands a jury trial of all causes of action and claims with respect to
15 which PLAINTIFF has a right to jury trial.

16
17 DATED: January 30, 2025

Respectfully Submitted,
ELKIN | GAMBOA LLP



18
19
20 By: _____
21 Michael Elkin
22 David D. Bibiyan
23 Benjamin McLain
24 Attorneys for Plaintiff Armando Amador