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Attorneys for Plaintiff DERRICK EVAN ROWE,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DERRICK EVAN ROWE, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

J.R. PUTMAN INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **24CV015839**

PAGA ACTION

COMPLAINT FOR:

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

1 COMES NOW Plaintiff DERRICK EVAN ROWE ("Plaintiff"), who alleges and complains
2 on information and belief except as to those allegations relating to plaintiff himself/herself, which
3 are asserted on personal knowledge, against Defendants J.R. PUTMAN INC.; and DOES 1 to 100,
4 inclusive (collectively "Defendants") as follows:

5 **I. INTRODUCTION**

6 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
7 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
8 and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
9 employees in California during the relevant time period seeking civil penalties associated with
10 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
11 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
12 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
13 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
14 period premium wages; failure to timely pay earned wages during employment; failure to provide
15 complete and accurate wage statements; failure to timely pay all unpaid wages following separation
16 of employment. Plaintiff seeks on a representative basis, following notice to the Labor and
17 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code
18 section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others
19 aggrieved.

20 **II. JURISDICTION AND VENUE**

21 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
22 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
23 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
24 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
25 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
26 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
27 aggrieved California-based hourly non-exempt employees occurred in locations throughout
28 California, including but not limited to Sacramento County, at 11330 Sunrise Park Drive, Rancho

1 Cordova, CA 95742.

2 **III. PARTIES**

3 3. Plaintiff brings this action as a representative of the Labor and Workforce
4 Development Agency on behalf of himself and other current and former employees subject to
5 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
6 filed include current, former and/or future employees of Defendants who work, worked, or will work
7 for Defendants as direct employees as well as temporary employees employed through temp
8 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
9 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
10 Defendants in an hourly position at Defendants' location in Sacramento County from approximately
11 October 4, 2023 until on or about now.

12 4. Defendant J.R. PUTMAN INC. is authorized to do business within the State of
13 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
14 and at all times relevant hereto were persons acting on behalf of Defendant J.R. PUTMAN INC. in
15 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
16 policies. Defendant J.R. PUTMAN INC. operates in Sacramento County and employed Plaintiff and
17 aggrieved employees in Sacramento County , including but not limited to, at 11330 Sunrise Park
18 Drive, Rancho Cordova, CA 95742.

19 5. Defendants DOES 1 through 50 are corporations or other business entities or
20 organizations of a nature unknown to Plaintiff that employed Plaintiff and aggrieved California non-
21 exempt employees, permitted Plaintiff and aggrieved employees to work, and exercised control over
22 the wages, hours and working conditions of employment of Plaintiff and aggrieved employees.

23 6. Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each
24 Defendant is sued individually and in their capacity as an agent, shareholder, owner, representative,
25 manager, supervisor, independent contractor and/or employee of each defendant who violated or
26 caused to be violated the minimum wage and overtime provisions of the Labor Code and/or any
27 provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

28 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff

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sues said defendants by said fictitious names and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Each fictitiously named defendant is in some manner responsible for the events and allegations set forth in this complaint.

8. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

FIRST CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE SECTIONS 2698, ET SEQ.**

**(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and
Other Current and Former Aggrieved Employees)**

9. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders.

11. Specifically, Defendants have committed the following violations of California Labor Code:

12. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

13. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the Wage Orders.

1 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees worked more minutes per shift than Defendants credited them with having
3 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
5 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
6 to,

7 (a) "Rounding down" Plaintiff's and other current and former aggrieved California-
8 based hourly non-exempt employees' who worked in the field total daily hours at the time of their
9 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
10 of an hour, to the benefit of Defendants.

11 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees who worked in the field to drive in company vehicle directly to their first
13 job site and home from their last jobsite with no detours permitted without being paid for that time.

14 (c) requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees who worked in the field to remain on-duty while off off-the-clock due to
16 Defendants' requirement that Plaintiff and similarly situated technician and other employees who
17 worked in the field answer sales calls, maintain communications with Defendant management
18 personnel, and coworkers without being paid for that time;

19 (d) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees who worked in the field to keep their employer-issued cell phone on them
21 and monitored at all times during their shift including while off the clock during meal breaks without
22 being paid for that time

23 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
24 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
25 control without paying wages for that time. This resulted in Plaintiff and other current and former
26 aggrieved California-based hourly non-exempt employees working time for which they were not
27 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
28 Wage Order.

1 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**

2 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
3 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
4 which includes all time that an employee is under control of the employer and all time the employee
5 is suffered and permitted to work. This includes the time an employee spends, either directly or
6 indirectly, performing services that inure to the benefit of the employer.

7 17. Labor Code sections 510 and 1194 require an employer to compensate employees a
8 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
9 hours in a workweek, and on any seventh consecutive day of work in a workweek:

10 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
11 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
12 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
13 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
14 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
15 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
16 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
17 employee. Labor Code § 510.

18 18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
20 to Defendants’ policies, practices, and/or procedures including, but not limited to,

21 (a) “Rounding down” Plaintiff’s and other current and former aggrieved California-
22 based hourly non-exempt employees’ who worked in the field total daily hours at the time of their
23 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
24 of an hour, to the benefit of Defendants.

25 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees who worked in the field to drive in company vehicle directly to their first
27 job site and home from their last jobsite with no detours permitted without being paid for that time.

28 (c) requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees who worked in the field to remain on-duty while off off-the-clock due to
Defendants’ requirement that Plaintiff and similarly situated technician and other employees who

1 worked in the field answer sales calls, maintain communications with Defendant management
2 personnel, and coworkers without being paid for that time;

3 (d) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees who worked in the field to keep their employer-issued cell phone on them
5 and monitored at all times during their shift including while off the clock during meal breaks without
6 being paid for that time

7 19. The foregoing policies, practices, and/or procedures resulted in time during each
8 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
9 employees were under the control of Defendants but were not compensated. To the extent that the
10 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
12 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
13 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
14 sections 510, 1194 and 1198, and the applicable Wage Order.

15 20. **Failure to pay wages to hourly non-exempt employees for workdays that**
16 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
17 current and former aggrieved California-based hourly non-exempt employees regularly worked
18 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

19 21. California law requires an employer to authorize or permit an employee an
20 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
21 all duties and the employer relinquishes control over the employee's activities prior to the
22 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 4 at § 11; *Brinker*
23 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
24 employee for a work period of more than ten (10) hours per day without providing the employee
25 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
26 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
27 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
28 period is only permitted when: (1) the nature of the work prevents an employee from being relieved

1 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

2 22. If an employer fails to provide an employee a meal period in accordance with the
3 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
4 for each workday that a legally required and compliant meal period was not provided. Labor Code
5 §§ 226.7 and 1198; Wage Order 4 at § 11.

6 23. In this case, Defendants failed to authorize or permit legally required and compliant
7 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
8 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
9 limited to,

10 (a) "Rounding down" Plaintiff's and other current and former aggrieved California-
11 based hourly non-exempt employees' who worked in the field total daily hours at the time of their
12 clock-ins and clock-outs, for meal breaks, to the nearest quarter of an hour, to the benefit of
13 Defendants.

14 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees who worked in the field timely, uninterrupted, duty-free meal breaks
16 of at least 30 minutes for every five hours worked because Defendants required Plaintiff and other
17 current and former aggrieved California-based hourly non-exempt employees who worked in the
18 field to keep their employer-issued cell phone on them and to always monitor them during their shift
19 including while off the clock during meal breaks.

20 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
21 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
23 Plaintiff and/or other current and former aggrieved California-based hourly non-exempt employees
24 did not receive legally required and compliant meal periods, in violation of Labor Code section
25 226.7.

26 25. Finally, on occasions when Defendants paid Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
28 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional

1 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
2 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
3 practice, and/or procedure of failing to include all remuneration such as commissions, for example,
4 when calculating Plaintiff's and other current and former aggrieved California-based hourly non-
5 exempt employees' regular rate of pay for the purpose of paying meal period premium wages.

6 26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
7 and/or other current and former aggrieved California-based hourly non-exempt employees not
8 receiving wages to compensate them for workdays during which Defendants did not provide them
9 with meal periods in compliance with California law.

10 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
11 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
12 current and former aggrieved California-based hourly non-exempt employees regularly worked
13 shifts of more than three-and-a-half (3.5) hours.

14 28. California law requires every employer to authorize and permit an employee a rest
15 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
16 § 226.7; Wage Order 4 at § 12. Under California law, "[e]mployees are entitled to 10 minutes' rest
17 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
18 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
19 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
20 Order 4 at § 12. Rest periods, insofar as practicable, shall be in the middle of each work period.
21 Wage Order 4 at § 12. Additionally, the rest period requirement "obligates employers to permit –
22 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,
23 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
24 duties and relinquish control over how employees spend their time. *Id.*

25 29. If the employer fails to authorize or permit a required rest period, the employer must
26 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
27 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
28 4 at § 12.

1 30. In this case, Defendants failed to authorize or permit all legally required and
2 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
4 limited to,

5 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees who worked in the field with net ten (10) minute rest breaks for every
7 four (4) hours worked or major fraction thereof due to Defendants required Plaintiff and other
8 current and former aggrieved California-based hourly non-exempt employees who worked in the
9 field to keep their employer-issued cell phone on them and to always monitor them including during
10 rest breaks.

11 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
12 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
14 they did not receive legally required and compliant rest periods, in violation of Labor Code section
15 226.7.

16 32. Finally, on occasions when Defendants did pay Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
18 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
19 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
20 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
21 practice, and/or procedure of failing to include all remuneration such commissions, for example,
22 when calculating Plaintiff's and other current and former aggrieved California-based hourly non-
23 exempt employees' regular rate of pay for the purpose of paying rest period premiums.

24 33. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
25 other current and former aggrieved California-based hourly non-exempt employees not receiving
26 wages to compensate them for workdays in which Defendants did not provide them with rest periods
27 in compliance with California law.

28 34. **Failure to timely pay earned wages during employment:** In California, wages

1 must be paid at least twice during each calendar month on days designated in advance by the
2 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
3 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
4 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
5 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
6 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
7 calendar days following the close of the payroll period in which wages were earned. Labor Code §
8 204(d).

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10 35. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
11 timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
12 employees their earned wages (including minimum wages, overtime wages, meal period premium
13 wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
14 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and
15 other current and former aggrieved California-based hourly non-exempt employees their earned
16 wages within the applicable time frames outlined in Labor Code section 204.

17 36. **Secret payment of lower wages than designated by statute:** Labor Code section
18 223 provides that, where any statute or contract requires an employer to maintain the designated
19 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
20 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
21 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
22 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
23 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
24 Code section 1198, Defendants secretly paid a lower wage than designated by statute while
25 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

26 37. **Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
28 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any

1 employee whose compensation is solely based on a salary and who is exempt from payment of
2 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
3 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
4 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
5 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
6 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
7 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee.”

10 38. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
13 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
14 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
15 226(a)(1, 2, 5 & 9).

16 39. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved
17 employee, on behalf of himself or herself and other current or former employees, to bring a civil
18 action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor
19 Code section 2699.3.

20 40. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
21 section 2699.3. On June 3, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
22 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
23 Code alleged to have been violated, including the facts and theories to support the violations alleged.

24 41. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
25 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
26 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
27 parties notice within 65 days of the date of Plaintiff’s PAGA Claim Notice that the LWDA intends
28 to investigate Plaintiff’s claims.

1 42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
2 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 510, 512, and
3 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff
4 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

5 a. For violations of Labor Code sections 226(a), and 226.7; one hundred dollars
6 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars
7 (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts
8 established by Labor Code section 2699(f)(2)].

9 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
10 dollars (\$250) for each employee for each pay period for the initial violation, and one thousand
11 dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period
12 [penalty amounts established by Labor Code section 226.3].

13 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
14 employee for each pay period for the initial violation, and one hundred dollars (\$100) for each
15 subsequent violation, for each underpaid employee for each pay period [penalty amounts established
16 by Labor Code section 558].

17 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
18 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
19 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
20 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
21 section 210].

22 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
23 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
24 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
25 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
26 section 225.5].

27 43. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
28 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

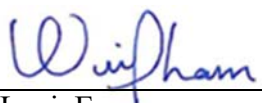
3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: August 8, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Win Pham, Esq.
Attorneys for Plaintiff
DERRICK EVAN ROWE,
on behalf of himself and current and former
aggrieved employees