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

DAVID CELUK, an individual,

Plaintiff,

vs.

KEYSTONE REMODELING, INC., a California
corporation; KEYSTONE REMODELING, INC., a
Washington corporation; LIOR EDRI, an individual;
HILA EDRI, an individual; ARIAL SASI, an
individual; and DOES 1 through 10 inclusive,

Defendant.

Case No. 24VECV03732

**PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR:**

- 1. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 2. RETALIATION FOR REFUSING AND/OR COMPLAINING ABOUT ILLEGAL CONDUCT IN VIOLATION OF LABOR CODE SECTION 1102.5**
- 3. FAILURE TO PAY COMMISSION WAGES IN VIOLATION OF LABOR CODE SECTIONS 200, 204, 218**
- 4. FAILURE TO PAY OVERTIME IN VIOLATION OF SECTIONS 510, 1194, 1198**
- 5. FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**
- 6. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS IN VIOLATION OF LABOR CODE SECTION 226.7**
- 7. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226(a)**

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8. FAILURE TO PAY WAGES OWED
TIMELY IN VIOLATION OF LABOR
CODE SECTIONS 201 TO 203
9. FAILURE TO REIMBURSE
NECESSARY EXPENSES IN
VIOLATION OF LABOR CODE
SECTION 2802
10. REPRESENTATIVE PRIVATE
ATTORNEY'S GENERAL ACT
ACTION PER LABOR CODE
SECTION 2698, ET SEQ.

JURY TRIAL DEMANDED

Plaintiff DAVID CELUK ("Plaintiff") alleges and complains against Defendants KEYSTONE REMODELING, INC., a California corporation; KEYSTONE REMODELING, INC., a Washington corporation; LIOR EDRI, an individual; HILA EDRI, an individual; ARIAL SASI, an individual, and Does 1 through 10 (collectively, "Defendant") as follows:

PARTIES | JURISDICTION | VENUE

1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.
2. Defendant Keystone Remodeling, Inc. operates a construction company that specializes in complete home remodeling and renovation with corporate offices at 22120 Clarendon, Suite 205, Woodland Hills, California 91367 (the "worksite").¹
3. Defendant Keystone Remodeling, Inc. conducts business in the State of California.
4. Under California Code of Civil Procedure section 395(a), venue is proper in this County because Defendant resides in this County and/or Plaintiff's alleged injuries herein occurred in this County.
5. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this Complaint to show such true names and capacities when they have been determined. Defendant and Doe Defendants are collectively referred to as "Defendant," "Defendants" or "Defendant Employers."

¹ <https://keystone-remodeling.com/> | <https://www.linkedin.com/in/keystone-remodeling-inc-6573802ba/>

1 6. Plaintiff believes that, at all times relevant herein, each defendant designated, including
2 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
3 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
4 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
5 omissions alleged herein were duly committed with the ratification, knowledge, permission,
6 encouragement, authorization, and consent of each defendant designated herein.

7 7. Defendant, and each of them, acted in concert with one another to commit the wrongful
8 acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
9 alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i).
10 Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they
11 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and
12 pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

13 **ALTER EGO | AGENCY | JOINT EMPLOYER**

14 8. There exists such a unity of interest and ownership between Defendant Employers that the
15 individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto,
16 Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors,
17 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
18 other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least
19 in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego
20 status, successor status and/or joint venture and with the permission and consent of each of the other
21 Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure
22 to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean
23 the acts and/or failures to act by each defendant acting individually, jointly and severally.

24 9. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable
25 under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th
26 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management,
27 centralized control of labor relations, and common ownership or financial control. ... Although courts
28 consider the four factors together, they often deem centralized control of labor relations the most

important.”); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a “joint employer” by having the right to control the employment relationship, as evaluated by focusing on “an examination of defendant’s role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.”).

10. Defendant Employers were Plaintiff’s employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff’s employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an “employer or other person acting on behalf of an employer” as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff’s joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers. Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendant Employers’ business was and is conducted.

11. Labor Code section 558.1 provides that an employer or “other person acting on behalf of an employer” who violates certain California wage and hour laws “may be held liable as the employer for such violation.” Labor Code section 558.1 defines “other person acting on behalf of an employer” as a “natural person who is an owner, director, officer, or managing agent” of the employer. Labor Code section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against “any employer or other person acting on behalf of an employer” who causes overtime pay violations to occur.”); *see Atempa v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 (“Any employer or other person acting either individually or as an officer, agent, or employee of another person” for failure to pay minimum wages.”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) (“aggrieved employees may ... maintain civil actions to recover such penalties”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn. 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors and shareholders); *see* Government Code section 12925(d) (defining “Person” as one *or more* individuals,

partnerships, associations, corporations, limited liability companies, legal representatives, trustees, trustees in bankruptcy, and receivers or other fiduciaries).

12. Despite the formation of purported corporate existence, Defendant Employers are, in reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely dominated and controlled by one another, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b) Defendant Employers derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures; (c) Defendant Employers, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant Employers are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of the separate existence of each of the Defendant Employers would not promote justice, in that it would permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law. The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly, Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

ADMINISTRATIVE EXHAUSTION

13. Plaintiff exhausted administrative requirements for Plaintiff's claims.

14. On July 17, 2024, Plaintiff's counsel gave written notice by online filing with the California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to Defendant a letter specifying the California Labor Code provisions Defendant violated, including the facts and theories

supporting the alleged violations. More than sixty-five (65) days have passed since Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendant, and the LWDA has not provided notice of intent to investigate the alleged violations, nor has Defendant provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699, as provided by subsection 2699.3.

FACTUAL ALLEGATIONS

15. **Plaintiff's Hire & Job Details.** On or about June 1, 2023, Defendant hired Plaintiff David Celuk as a misclassified independent contractor in the job position of Salesman to work at the worksite and job sites.

16. Plaintiff's job duties included selling Defendant's services.

17. Plaintiff reported to CEO *Ariel Sasi*.²

18. Plaintiff's work schedule was typically Sunday through Friday at least 10 hours a day. Defendant sent Plaintiff to try to sell leads, leading to a significant amount of overtime. Plaintiff started in the Los Angeles, California area and had to travel to the Seattle, Washington for work as well.

19. Defendant paid Plaintiff with checks to be cashed only at a cashing shop. Defendant paid Plaintiff commissions based on a structure of 15% of total sale and 50% from balance after expenses, and in case there was an upsell, 10% of total sale and 50% from balance after expenses.

20. Defendant should have classified Plaintiff as a "non-exempt" employee paid at least minimum wage for all hours worked plus overtime plus commission per a written, signed agreement.

21. **Plaintiff Complains About Defendant Shorting Earned Commissions.** In late August 2023, Plaintiff earned a commission from a completed sale totaling about \$300,000. To avoid paying Plaintiff the 50% earned commission from this sale, owner *Lior Edri* added an additional salesperson to the project in order to deprive Plaintiff of half of Plaintiff's earned commission. Plaintiff complained about this to Lior Edri but nothing was done.

22. **Plaintiff Refuses To Sign An Illegal Non-Compete Agreement & Defendant Fires Him.** On or about October 1, 2023, Ariel Sasi invited Plaintiff to his home and demanded that Plaintiff

² <https://www.linkedin.com/in/ariel-sasi/>

sign a non-compete agreement that would prevent Plaintiff from working for another company within a 50-mile radius after termination. Plaintiff refused to sign, insisting that he was a loyal employee but that he did not want to sign a non-compete agreement that was overbroad. In response, Lior Edri threatened Plaintiff with termination and forfeiture of half of Plaintiff's unearned but unpaid commissions if Plaintiff refused to sign. Plaintiff did not want to lose the full commission so he asked to continue working on the remaining open jobs until they were completed so that he could be paid the full commission owed.

23. Defendant allowed Plaintiff to keep working on the jobs but stopped paying him. On or about February 14, 2024, Lior Edri deducted \$5,000 from owed commission to Plaintiff because Plaintiff worked with one of Defendant's subcontractors.

24. A contributing factor in Defendant's decision to terminate Plaintiff's employment was Plaintiff's protected conduct (complaining about illegal wage deductions and restrictive covenants), as alleged herein.

25. Defendant subsequently did not require employees to sign restrictive covenants similar to those forced upon Plaintiff.

26. **Misclassified As Independent Contractor.** Defendant intentionally misclassified Plaintiff to avoid overtime, meal breaks, reimbursement of business expenses, and benefits. Defendant should have classified Plaintiff as a non-exempt hourly employee, because the nature of the relationship did not meet the ABC or *Borello* test to classify Plaintiff as an independent contractor.

27. Plaintiff was not free from the direction or control of Defendant in performing the work; the sales work that Plaintiff performed is not outside the usual course of Defendant's business; and Plaintiff is not customarily engaged in an independently established business, as he only worked for Defendant in this regard.

28. Plaintiff's work was an integral part of Defendant's business. Plaintiff had to report to work during certain, prescribed hours, and had to report to a certain individual for direction. The nature of the work was at-will as well. All of this means that it was an employment relationship as a matter of law.

29. California Law makes it unlawful to willfully misclassify an employee as an independent contractor. Employers face penalties up to \$25,000 for each violation of the statute if it is determined that

the employer is engaging in a “pattern or practice” of misclassification.³

30. Defendant is motivated to misclassify workers to avoid legal obligations owed to employees:

- Minimum wage paid for all hours worked.⁴
- Overtime pay.⁵
- Meal and rest breaks during the workday.⁶
- Timely and accurate wage statements.⁷
- Timely payment of all wages owed upon separation.⁸
- Reimbursement of reasonable expenses incurred in the course of employment.⁹
- Leaves of absence when they or family have a serious health condition.¹⁰
- Engagement in the interactive process and provide reasonable accommodations.¹¹
- Discrimination, retaliation, and wrongful termination protection.¹²
- Division of Occupational Safety and Health workplace safety regulation coverage.¹³
- Unemployment insurance taxes.¹⁴
- Social security and Medicare withholdings.¹⁵
- Workers’ compensation insurance coverage.¹⁶
- California State Disability Insurance program payments.¹⁷
- California Unemployment Insurance program payments.¹⁸

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³ Labor Code § 226.8.

⁴ Labor Code § 1182.12.

⁵ Labor Code § 510.

⁶ Labor Code §§ 512 and 226.7.

⁷ Labor Code § 226(e).

⁸ Labor Code §§ 201-203.

⁹ Labor Code § 2802.

¹⁰ Government Code § 12945.2.

¹¹ Government Code § 12940.

¹² Government Code § 12940.

¹³ California Code of Regulations, Title 8, §§ 330–344.90.

¹⁴ 26 U.S.C. §§ 3301–3311.

¹⁵ 26 U.S.C. §§ 3101–3128.

¹⁶ Labor Code § 3700.

¹⁷ https://edd.ca.gov/sdi_online

¹⁸ <https://edd.ca.gov/en/unemployment/ui-quick-links/>

31. **Commissions.** Defendant failed to provide a signed commission agreement to Plaintiff, and failed to calculate and pay all earned commissions to Plaintiff in a full and timely manner. Defendant has refused to pay Plaintiff earned commissions for several jobs, including:

- Gareth Jones – commission earned \$6,500
- June Iee – commission earned \$3,500
- Tho Nguyen – commission earned \$4,000
- John Bell & Toyoko Silverman – commission earned \$16,000
- Chris & Joan – commission earned \$42,000
- Beatriz & Mario – commission earned \$110,000

32. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two (2) times the regular rate of pay.

33. **Regular Rate of Pay.** Defendant failed to calculate Plaintiff’s “regular rate” for overtime purposes in the proper manner by failing to include commission and other wages paid to Plaintiff outside of the hourly rate, leading to an underpayment of wages owed.

34. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout Plaintiff’s meal breaks; Plaintiff was “on-call” during meal breaks; Defendant automatically deducted unpaid meal break time from Plaintiff’s time worked even though Plaintiff performed work during such time; Defendant rounded Plaintiff’s clock in and out times for the start and end of meal breaks; Plaintiff’s meal breaks were not timely; Plaintiff’s meal breaks were interrupted; Plaintiff’s meal breaks were less than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during meal breaks.

35. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof.

For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

36. **Unreimbursed Expenses.** Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including: mobile device usage costs and travel costs.

37. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

38. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(AGAINST ALL DEFENDANTS)

39. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

40. The elements of a claim for wrongful termination in violation of public policy are (1) an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the discharge caused the plaintiff harm. *See Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *see Yau v. Allen* (2014) 229 Cal.App.4th 144, 154.

41. Plaintiff is informed and believes that any one of the alleged violations of California statutes and public policy listed herein was a substantial motivating reason for Plaintiff's termination of employment.

42. The actions of Defendant as alleged herein constitute multiple and independent violations (or Plaintiff reasonably believed in good faith the actions constituted multiple and independent violations)

of California statutes and public policy, including:

- California Labor Code § 1102.5 (illegal conduct retaliation)
- California Labor Code § 925 (forum selection)
- California Labor Code § 201 (payment of wages due)
- California Labor Code § 232 (amount of wages)
- California Labor Code § 2926 (payment of wages due)
- California Labor Code § 232.5 (illegal working conditions)
- California Business & Professions Code § 16600 (restrictive covenants)
- California Labor Code § 432.5 (illegal provisions)
- California Labor Code § 2751 (failure to have written, signed commission agreement)

43. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was harmed, and the termination of employment was a substantial factor in causing Plaintiff's harm.

44. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

45. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

46. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Ariel Sasi and/or Lior Edri, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

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1 **SECOND CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

3 **(AGAINST ALL DEFENDANTS)**

4 47. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

5 48. California Labor Code section 1102.5(a) states that an “employer, or any person acting on
6 behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an
7 employee from disclosing information to a government or law enforcement agency, to a person with
8 authority over the employee, or to another employee who has authority to investigate, discover, or correct
9 the violation or noncompliance, or from providing information to, or testifying before, any public body
10 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
11 information discloses a violation of state or federal statute, or a violation of or noncompliance with a local,
12 state, or federal rule or regulation, regardless of whether disclosing the information is part of the
13 employee’s job duties.”

14 49. California Labor Code section 1102.5(b) states that an “employer, or any person acting on
15 behalf of the employer, shall not retaliate against an employee for disclosing information, to a government
16 or law enforcement agency, or because the employer believes that the employee disclosed or may disclose
17 information . . . to a person with authority over the employee or another employee who has the authority
18 to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable
19 cause to believe that the information discloses a violation of state or federal statute, or a violation of or
20 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
21 information is part of the employee’s job duties.”

22 50. California Labor Code section 1102.5(c) states that an “employer, or any person acting on
23 behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that
24 would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state,
25 or federal rule or regulation.”

26 51. California Labor Code section 1102.5(d) states that an “employer, or any person acting on
27 behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under
28 subdivision (a), (b), or (c) in any former employment.”

52. California Labor Code section 1102.6 states that “[i]n a civil action or administrative proceeding brought pursuant to Section 1102.5, once it has been demonstrated by a preponderance of the evidence that an activity proscribed by Section 1102.5 was a contributing factor in the alleged prohibited action against the employee, the employer shall have the burden of proof to demonstrate by clear and convincing evidence that the alleged action would have occurred for legitimate, independent reasons even if the employee had not engaged in activities protected by Section 1102.5.”

53. California Labor Code section 1102.8(a) states that “[a]n employer shall prominently display in lettering larger than size 14 point type a list of employees’ rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline described in Section 1102.7.”

54. Plaintiff is informed and believes that Plaintiff’s protected conduct as alleged herein was a contributing factor in Defendant’s decision to terminate Plaintiff’s employment, and Plaintiff alleges that Defendant’s conduct was a contributing factor in causing Plaintiff’s harm as alleged herein.

55. Plaintiff reasonably believed and continues to believe that each of Plaintiff’s complaints related to illegal actions taken by Defendant.

56. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial.

57. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed, embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

58. California Labor Code section 1102.5(f) states that in “addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.”

59. California Labor Code section 1102.5(j) states that the “court is authorized to award reasonable attorney’s fees to a plaintiff who brings a successful action for a violation of these provisions.” Plaintiff will continue to incur attorneys’ fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys’ fees.

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60. California Labor Code section 1103 states that “[a]n employer or any other person or entity that violates this chapter is guilty of a misdemeanor punishable, in the case of an individual, by imprisonment in the county jail not to exceed one year or a fine not to exceed one thousand dollars (\$1,000) or both that fine and imprisonment, or, in the case of a corporation, by a fine not to exceed five thousand dollars (\$5,000).”

61. California Labor Code section 1105 states that “Nothing in this chapter shall prevent the injured employee from recovering damages from his employer for injury suffered through a violation of this chapter.”

62. The actions alleged herein were taken by managing agents and/or officers of Defendant, including but not limited to Ariel Sasi and/or Lior Edri and/or ratified by managing agents and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES IN VIOLATION OF LABOR CODE SECTIONS 200, 204, AND 218 (AGAINST ALL DEFENDANTS)

63. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

64. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission’s Wage Orders and California Labor Code.

65. California Labor Code section 200 states that “‘Wages’ includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” *See Davis v. Farmers Ins. Exchange*, 245 Cal.App.4th (2016) 1302, 1332, fn. 20 (“wages include not just salaries earned hourly, but also ... commissions.”); *see Koehl v. Verio, Inc.* (2006) 142 Cal.App.4th 1313, 1335 (“A commission is ‘earned’ when the employee has perfected the right to payment; that is, when all of the legal conditions precedent have been met. Such conditions precedent are a matter of contract between the employer and employee, subject to various limitations imposed by common law or statute.”).

66. California Labor Code section 2751 states that: “(a) Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the

1 contemplated method of payment of the employee involves commissions, the contract shall be in writing
2 and shall set forth the method by which the commissions shall be computed and paid. (b) The employer
3 shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed
4 receipt for the contract from each employee. In the case of a contract that expires and where the parties
5 nevertheless continue to work under the terms of the expired contract, the contract terms are presumed to
6 remain in full force and effect until the contract is superseded or employment is terminated by either
7 party.”

8 67. California Labor Code section 204(a) states that wages “earned by any person in any
9 employment are due and payable twice during each calendar month, on days designated in advance by the
10 employer as the regular paydays.”

11 68. California Labor Code section 218 states that “Nothing in this article shall limit the right
12 of any wage claimant to sue directly or through an assignee for any wages or penalty due him under this
13 article.”

14 69. Defendant violated the foregoing statutes and regulations as alleged herein.

15 70. Pursuant to California Labor Code sections 200, 218, 218.5, 1198, Plaintiff is entitled to
16 recover the full amount of Plaintiff’s unpaid wages, penalties, reasonable attorneys’ fees, and costs of suit.
17 Plaintiff is entitled to recover interest on all due and unpaid wages and penalties under Labor Code section
18 218.6 and/or Civil Code section 3287(a).

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF**
21 **LABOR CODE SECTIONS 510, 1194, 1198, AND 1199 AND WAGE ORDER**
22 **(AGAINST ALL DEFENDANTS)**

23 71. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

24 72. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
25 Welfare Commission’s Wage Orders and California Labor Code.

26 73. The applicable Industrial Welfare Commission Wage Order provides that: “(A) Daily
27 Overtime – General Provisions. (1) The following overtime provisions are applicable to employees 18
28 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school

1 and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be
2 employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the
3 employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked
4 over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond
5 eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the
6 employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the
7 employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve
8 (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day
9 of work in a workweek.; and (b) Double the employee's regular rate of pay for all hours worked in excess
10 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
11 consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a
12 nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary
13 as one fortieth (1/40) of the employee's weekly salary.

14 74. California Labor Code section 510 provides that: (a) Eight hours of labor constitutes a
15 day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
16 one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be
17 compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.
18 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
19 regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of
20 a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

21 75. California Labor Code section 1194 provides in relevant part: (a) Notwithstanding any
22 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
23 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
24 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
25 reasonable attorney's, and costs of suit.

26 76. California Labor Code section 218.5 provides in relevant part: In any action brought for
27 the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court
28 shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests

1 attorney's fees and costs upon the initiation of the action.

2 77. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with
3 Defendant's knowledge worked more than eight (8) hours in working day.

4 78. Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours
5 worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendant did not pay
6 two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day as
7 alleged herein.

8 79. During the relevant time period, Defendant intentionally and willfully failed to pay for all
9 hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

10 80. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff
11 was not paid proper overtime wages pursuant California Labor Code sections 510 and 1194 and all
12 applicable laws, rules, orders, requirements and regulations.

13 81. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime
14 wages.

15 82. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California
16 Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF**
19 **LABOR CODE SECTIONS 226.7 AND 512 AND WAGE ORDER**
20 **(AGAINST ALL DEFENDANTS)**

21 83. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

22 84. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
23 Welfare Commission's Wage Orders and California Labor Code.

24 85. California Labor Code section 512(a) states (in relevant part): "An employer may not
25 employ an employee for a work period of more than five hours per day without providing the employee
26 with a meal period of not less than 30 minutes, except that if the total work period per day of the employee
27 is no more than six hours, the meal period may be waived by mutual consent of both the employer and
28 employee."

86. The applicable Industrial Welfare Commission Wage Order provides that: No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

87. California Labor Code section 226.7(b) provides: If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

88. During the relevant time period, Defendant worked Plaintiff more than five hours per day without an off-duty, timely, and/or uninterrupted 30-minute meal period as required by California Labor Code section 512 and the applicable Industrial Welfare Commission Wage Order. During the relevant time period, Plaintiff worked more than six (6) hours in a workday and did not waive the right to a meal period by mutual consent. Defendant's policy and practice was not to compensate Plaintiff with the full amount of pay due and owing as required by California Labor Code section 226.7, and the applicable Industrial Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's regular rate of compensation).

89. Plaintiff demands all applicable reimbursements, interest, and penalties for Plaintiff's lost wages.

90. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to California Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

SIXTH CAUSE OF ACTION

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS IN VIOLATION OF
LABOR CODE SECTION 226.7 AND WAGE ORDER 4-2001
(AGAINST ALL DEFENDANTS)**

91. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

92. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

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1 93. California Labor Code section 226.7 provides that no employer shall require an employee
2 to work during any rest period mandated by an applicable order of the California Industrial Welfare
3 Commission.

4 94. The applicable Industrial Welfare Commission Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
6 be in the middle of each work period” and that the “rest period time shall be based on the total hours
7 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless
8 the total daily work time is less than three and one-half (3 ½) hours.”

9 95. Defendant’s conduct violates applicable Wage Orders and California Labor Code section
10 226.7. During the relevant time period, Defendant required Plaintiff to work four (4) or more hours
11 without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.
12 During the relevant time period, Defendant willfully required Plaintiff to work during rest periods and
13 failed to pay Plaintiff the full rest period premium for work performed during rest periods. During the
14 relevant time period, Defendant failed to pay Plaintiff the full rest period premium due pursuant to
15 California Labor Code section 226.7.

16 96. Pursuant to the applicable Industrial Welfare Commission Wage Order and California
17 Labor Code section 226.7(b), Plaintiff is entitled to recover from Defendant one additional hour of pay at
18 the employee’s regularly hourly rate of compensation for each work day that the rest period was not
19 provided.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION**
22 **OF LABOR CODE SECTION 226(a)**
23 **(AGAINST ALL DEFENDANTS)**

24 97. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

25 98. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
26 Welfare Commission’s Wage Orders and California Labor Code.

27 99. California Labor Code section 226(a) provides that every employer shall furnish each of
28 their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours

1 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
2 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
3 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
4 dates of the period for which the employee is paid, (7) the name of the employee and their or their social
5 security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
6 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
7 rate by the employee.

8 100. California Labor Code section 226 requires employers to list on an itemized wage
9 statement “all amounts earned and now owing, not just those amounts actually paid.” *Naranjo v. Spectrum*
10 *Security Services, Inc.*, 2022 WL 1613499, at *13 (Cal., May 23, 2022).

11 101. California Labor Code section 226(e)(1) provides that “[a]n employee suffering injury as
12 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
13 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
14 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
15 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
16 reasonable attorney’s fees.”

17 102. California Labor Code section 226.3 provides that “Any employer who violates
18 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
19 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
20 for each violation in a subsequent citation, for which the employer fails to provide the employee a wage
21 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
22 penalties provided for in this section are in addition to any other penalty provided by law.”

23 103. Plaintiff has suffered injury and damage to Plaintiff’s statutory-protected rights as
24 Defendant intentionally and willfully failed to provide Plaintiff with complete and accurate wage
25 statements as alleged herein. The deficiencies include, but are not limited to, the failure to include: total
26 hours worked by the employee; the inclusive dates of the period for which the employee is paid; the name
27 of the employee and their social security number; the name and address of the legal entity that is the
28 employer, and all applicable hourly rates in effect during the pay period and the corresponding number of

hours worked at each hourly rate by the employee.

104. Plaintiff is entitled to recover from Defendant the greater of Plaintiff's actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or pursuant to California Labor Code section 226(e), an aggregate penalty not exceeding four thousand dollars per employee, and an award of costs and reasonable attorney's fees.

EIGHTH CAUSE OF ACTION

**FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION
OF LABOR CODE SECTIONS 201 TO 203
(AGAINST ALL DEFENDANTS)**

105. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

106. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

107. California Labor Code sections 201 and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. For these purposes, wages include meal and rest break period premiums.

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

109. As alleged herein, Defendant intentionally and willfully failed to pay Plaintiff all wages, earned and unpaid, immediately upon discharge. Defendant's failure in this regard violates California Labor Code sections 201 and 203.

110. On information and belief, Plaintiff alleges that Defendant's failure to pay Plaintiff all wages earned upon Plaintiff's discharge in accordance with Labor Code section 201 was willful. At all times relevant, Defendant had the ability to pay all earned and unpaid wages in accordance with Labor Code section 201 but intentionally chose not to comply.

111. Pursuant to Labor Code sections 203 and 218.5, Plaintiff is entitled to recover the full amount of Plaintiff's unpaid wages, waiting time penalties, reasonable attorneys' fees, and costs of suit.

Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor Code section 218.6 and/or Civil Code section 3287(a).

NINTH CAUSE OF ACTION

**FAILURE TO REIMBURSE NECESSARY EXPENDITURES IN VIOLATION
OF LABOR CODE SECTION 2802 AND WAGE ORDER
(AGAINST ALL DEFENDANTS)**

112. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

113. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

114. California Labor Code section 2802 states: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

115. California Labor Code section 2802(c) states that "[f]or the purposes of this section, the terms 'necessary expenditure or losses' shall include all reasonable costs, including but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

116. Defendant violated the foregoing statutes and regulations as alleged herein.

117. Plaintiff seeks reimbursement for the excess costs of these expenses as alleged herein. Plaintiff seeks damages for all necessary expenditures and loses, including attorney's fees and costs pursuant to Labor Code section 2802(c).

TENTH CAUSE OF ACTION

***REPRESENTATIVE PAGA ACTION FOR CIVIL PENALTIES PURSUANT TO
LABOR CODE SECTION 2698
(AGAINST DEFENDANT KEYSTONE REMODELING, INC. ONLY)***

118. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

119. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

- 1 • **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or
2 within 72 hours after notice of separation.
- 3 • **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§
4 204(a) and 204(b).
- 5 • **Labor Code § 206.** Failure to pay all undisputedly owed wages.
- 6 • **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1,
7 204.2, 205, 205.5, 227.3, and/or 1197.5.
- 8 • **Labor Code § 212.** Failure to include the name and address of established place of business in
9 the state on pay checks to cash or deposit pay checks.
- 10 • **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- 11 • **Labor Code § 221.** Failure to not collect and receive owed wages.
- 12 • **Labor Code § 226.** Failure to provide timely and accurate wage statements.
- 13 • **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 14 • **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional hour of
15 pay at the regular rate of compensation in lieu of the rest periods.
- 16 • **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an
17 additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- 18 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
19 after notice of separation.
- 20 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 21 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
22 and double time compensation at the minimum wage rate.
- 23 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
24 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
25 Industrial Welfare Commission.
- 26 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
27 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
28 226.7, 1193.1, and/or 1194.

- 1 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 2 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 3 • **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.
- 4 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
5 Commission for conditions of labor prohibited by such:
 - 6 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 3,** requiring an
7 employer to pay overtime and double time compensation.
 - 8 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 4,** requiring an
9 employer to pay minimum wages, including overtime and double time compensation at the
10 minimum wage rate.
 - 11 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 7,** requiring an
12 employer to maintain accurate information with respect to each employee; provide
13 employees with thorough and accurate itemized wage statements; and, provide clocks
14 within a reasonable distance from employees' work areas.
 - 15 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 11,** requiring an
16 employer to provide its employees with adequate meal periods and an additional hour of
17 pay at the regular rate of compensation in lieu of the rest periods.
 - 18 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 12,** requiring an
19 employer to provide its employees with adequate rest periods and an additional hour of pay
20 at the regular rate of compensation in lieu of the rest periods.
- 21 • **Labor Code § 2802.** Failure to reimburse necessary business expenses.
- 22 • **Labor Code § 226.8.** Willful misclassification of employees as independent contractors.
- 23 • **Labor Code § 2751.** Failure to have written, signed commission agreement.

24 120. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section
25 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and
26 former employees of Defendant pursuant to the procedures specified in California Labor Code section
27 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor
28 Code were committed against Plaintiff.

121. This claim is a *representative* PAGA action.

122. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on July 17, 2024, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not provided notice that it intends to investigate PLAINTIFF’S claims.

123. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the aforementioned LWDA notice via certified mail on July 18, 2024. More than 33 days have passed since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations alleged therein.

124. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under Plaintiff’s PAGA claim extends one year and sixty-five days before the filing of this complaint (the “PAGA Liability Period”).

125. Accordingly, Plaintiff has complied with all of the requirements set forth in California Labor Code section 2699.3 to commence a representative action under PAGA.

126. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the violations set forth above. Plaintiff is entitled to an award of reasonable attorneys’ fees and costs pursuant to Labor Code section 2699(g)(1).

JURY TRIAL DEMANDED

Plaintiff demands a jury as to all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 1 a. For general economic damages according to proof;
2 b. For general non-economic damages according to proof;
3 c. For special damages according to proof;
4 d. For penalties where provided by law;
5 e. For punitive damages where allowed by law;
6 f. For civil penalties where provided by law;
7 g. For prejudgment interest pursuant to California Labor Code section 218.6, California
8 Civil Code section 3287 and/or California Civil Code section 3288 and/or any other
9 provision of law providing for prejudgment interest;
10 h. For attorneys' fees where allowed by law;
11 i. For costs of suit incurred herein; and
12 j. For such other and further relief as deemed just and proper.

13
14 DATED: September 23, 2024

COLBY LAW FIRM, PC

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16 

17 By: _____

AARON N. COLBY
ZOE YUZNA

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19 Attorneys for Plaintiff
20 DAVID CELUK
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