

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (SB# 272020)

hm@messrelianlaw.com

Maralle Messrelian, Esq. Of Counsel (SB#316974)

maralle@messrelianlaw.com

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

Attorneys for Plaintiff, PABLO LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

PABLO LOPEZ,

Plaintiff,

vs.

A.K.D. MANAGEMENT INC.;
JESICA MARIELA RODRIGUEZ; and
DOES 1 to 25, inclusive,

Defendants.

SUMMONS ISSUED

) CASE NO.: C24-03072

) **COMPLAINT FOR DAMAGES FOR:**

) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**

) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**

) **3) FAILURE TO PAY OVERTIME;**

) **4) FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS;**

) **5) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**

) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**

) **7) FAILURE TO GIVE REST BREAKS;**

) **8) FAILURE TO GIVE MEAL BREAKS;**

) **9) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**

) **10) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**

) **11) FAILURE TO PROVIDE**
) **PERSONNEL RECORDS;**

) **12) FAILURE TO PROVIDE PAY**
) **RECORDS;**

) **13) RETALIATION IN VIOLATION OF**
) **LABOR CODE 1102.5;**

) **14) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 6310;**

) **15) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**

1) **16) VIOLATION OF CALIFORNIA**
2) **BUSINESS AND PROFESSIONS**
3) **CODE SECTION 17200.**

4) **DEMAND FOR JURY TRIAL**
5)
6)

7 COMES NOW Plaintiff, PABLO LOPEZ (hereinafter "Plaintiff"), and complains and
8 alleges as follows:

9 **PARTIES, JURISDICTION, VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of Contra Costa in this judicial district because Defendants A.K.D. MANAGEMENT
12 INC., JESICA MARIELA RODRIGUEZ, and DOES 1 to 25, inclusive, (collectively
13 "Defendant(s)" or "AKD") do business in the County of Contra Costa, and because Defendants'
14 obligations and liabilities arise therein. Moreover, Plaintiff's damages sought herein exceed
15 \$35,000.

16 2. Plaintiff is a male resident of the State of California.

17 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
18 A.K.D. MANAGEMENT, INC. was and is a California corporation which employed Plaintiff.

19 4. Defendant JESICA MARIELA RODRIGUEZ is a citizen of California based on
20 Plaintiff's information and belief.

21 5. In relevant part, Labor Code section 558.1 states:

22 (a) Any employer or other person acting on behalf of an employer, who violates, or
23 causes to be violated, any provision regulating minimum wages or hours and days of
24 work in any order of the Industrial Welfare Commission, or violates, or causes to be
25 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
26 employer for such violation.

27 (b) For purposes of this section, the term "other person acting on behalf of an employer"
28 is limited to a natural person who is an owner, director, officer, or managing agent of
the employer, and the term "managing agent" has the same meaning as in subdivision
(b) of Section 3294 of the Civil Code.

6. Plaintiff is informed and believes and thereon alleges that JESICA MARIELA
RODRIGUEZ is a natural person and an owner, director, officer, and/or managing agent of

1 Defendant A.K.D. MANAGEMENT, INC., who directly or indirectly, or through an agent or
2 any other person, employed or exercised control over the wages, hours, or working conditions
3 of Plaintiff and the aggrieved employees (as defined below). Therefore, she is liable to Plaintiff
4 and the aggrieved employees for her violations of, or causing Defendants to violate, Labor Code
5 sections 203, 226, 226.7, 1193.6, 1194, 2802, and the Wage Order (no. 4/16) pursuant to Labor
6 Code section 558.1.

7 7. The “aggrieved employees” are all current and former non-exempt or hourly paid
8 employees who worked for Defendants at any of their California locations during the relevant
9 time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private
10 Attorneys General Act of 2004 (“PAGA”).

11 8. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
12 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
13 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
14 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
15 for the conduct alleged herein. Upon discovering the true names and capacities of these
16 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
17 capacities of these fictitiously named defendants. Unless otherwise alleged in this complaint,
18 Plaintiff is informed, and on the basis of that information and belief, alleges that at all times
19 herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged,
20 were acting within the course, scope, and under the authority of their agency, employment, or
21 representative capacity, with the consent of his/her codefendants.

22 **GENERAL ALLEGATIONS**

23 9. Plaintiff started working for AKD on or around August 1, 2022 as a carpenter to build
24 houses. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff’s last rate of pay
25 was \$28.00 per hour. Plaintiff stopped working for AKD on or around January 13, 2024, and
26 was terminated on or around January 15, 2024.

27 10. It is Plaintiff’s position that due to personally suffering the below violations, Plaintiff can
28 equivocally bring the following labor code violations on behalf of all other employees, including
ALL hourly, non-exempt employees who worked for AKD anywhere in the state of California

1 (at all different locations) during the relevant PAGA period.

2 11. AKD violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
3 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
4 statutory minimum wage for all hours worked and for “off the clock” work. This is so because
5 AKD had a company policy wherein they would disproportionately round down the number of
6 hours worked for Plaintiff and others, resulting in “time shaving” and further resulting in
7 aggrieved employees not being paid for all hours worked. Moreover, AKD failed to provide its
8 employees, including Plaintiff and others, with proper and accurate reporting time pay.
9 Furthermore, Plaintiff and others were not actually paid for travel time in driving to different
10 locations for work.

11 12. Pursuant to California Industrial Welfare Commission Order No. 4/16-2001, Section
12 9(B)/8(B), “When tools or equipment are required by the employer or are necessary to the
13 performance of a job, such tools and equipment shall be provided and maintained by the
14 employer, except that an employee whose wages are at least two (2) times the minimum wage
15 provided herein may be required to provide and maintain hand tools and equipment customarily
16 required by the trade or craft.” AKD unequivocally required its employees, including Plaintiff,
17 to provide their own hand tools for the performance of their job duties. In fact, Plaintiff was
18 required to bring his own drills, nail gun and similar tools as well as his own PPE, including
19 glasses and steel toe boots. As such, AKD violated the aforementioned IWC Wage Order in that
20 AKD required its laborers, including Plaintiff, to provide and maintain hand tools and equipment
21 customarily required by the trade but did NOT compensate Plaintiff and other employees at least
22 two (2) times the minimum wage at all times.

23 13. Furthermore, AKD was subject to the prevailing wage laws of the State of California
24 pursuant to Labor Code § 1771, regarding work undertaken on public construction projects.
25 Under Labor Code § 1771, the only legal wage which may be paid to workers on public works
26 projects is the prevailing wage. AKD compensated Plaintiff and other similarly situated
27 aggrieved employees for their labor on public improvement, or public works construction
28 projects, at a rate of pay below the general prevailing rate of per diem wages for work of a similar
character in the locality in which the public work is performed, and less than the general

1 prevailing rate of per diem wages for holiday and overtime work.

2 14. AKD was subject to the prevailing wage laws of the State of California pursuant to Labor
3 Code § 1774, regarding work undertaken on public construction projects. AKD violated Labor
4 Code § 1774, because it paid its employees, including Plaintiff, less than the specific prevailing
5 rates of wages to all workmen employed in the execution of the contract of the projects. Plaintiff
6 and others similarly situated worked on public works projects, especially for the State of
7 California.

8 15. Due to the above “off the clock” violations and failure to pay twice the minimum wage
9 rate, AKD also violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved
10 employees overtime compensation or the correct amount of overtime compensation (based on
11 twice the minimum wage rate), even though they worked more than 8 hours per day, 12 hours
12 per day, and/or 40 hours per week throughout their employment. Plaintiff’s and other aggrieved
13 employees’ actual work hours entitled them to overtime compensation, however, AKD did not
14 compensate its hourly, non-exempt employees with the correct amount of overtime due to the
15 “off the clock” work and time shaving as described above and due to not paying Plaintiff and
16 others. Furthermore, AKD failed to include bonuses/incentive payments/shift differentials in
17 calculating Plaintiff’s and other employees’ regular rate of pay for use in deciphering the correct
18 overtime rate of pay. Additionally, the incentive, shift differential, and bonus payments were
19 also not factored into employees’ regular rate for purposes of receiving meal and rest break
20 premiums per the *Ferra v. Loews* case.

21 16. AKD also violated Labor Code § 226.7 and the appropriate Industrial Welfare
22 Commission Wage Order no. 4/16 because it failed to provide Plaintiff and other similarly
23 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
24 majority portion thereof, throughout their employment. AKD did not completely relieve Plaintiff
25 and others of all duty during said rest periods. AKD did not pay to Plaintiff and others one
26 additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one or
27 more statutory rest periods was not provided. In fact, Plaintiff did not receive a single rest break
28 during entire employment with AKD. Rest breaks were not enforced and were certainly not part
of the company policy. As such, the culture as well as the policies and procedures of AKD did

1 not lend itself to the employees receiving consistent statutory rest breaks wherein they were
2 relieved of all work duties. The environment at AKD was not conducive to receiving statutory
3 rest breaks under California law and timely, statutory rest breaks were not authorized or
4 enforced.

5 17. AKD violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare
6 Commission Wage Order no. 4/16 because it failed to provide hourly, non-exempt employees,
7 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
8 (5) hours of work throughout their employment. AKD did not completely relieve Plaintiff and
9 other employees of all duty during said meal periods. AKD did not pay to Plaintiff and its hourly,
10 non-exempt employees one additional hour of pay at their regular rate of compensation for each
11 workday that one or more statutory meal periods was not provided. Like the rest breaks, receiving
12 a consistent thirty-minute uninterrupted and timely meal break was not part of the company
13 culture and was not enforced by AKD. In fact, it was commonplace for Plaintiff to receive his
14 meal break after the 5th hour, even as late as 1pm (when shifts would start at 7am). Furthermore,
15 Plaintiff and others did not even clock in and out for meal breaks and so AKD would not have
16 accurate records showing that any employee received a timely, uninterrupted meal period.
17 Moreover, meal breaks were interrupted in that Plaintiff would be asked to help unload trucks
18 when they arrived with materials such as windows, etc. When the latter happened, not only was
19 Plaintiff's meal period interrupted, but he was not able to resume his meal break and would just
20 get back to work. Consequently, it was the normal practice and custom of AKD not to authorize,
21 permit, and enforce timely statutory meal periods. If AKD had Plaintiff sign a meal period
22 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
23 than a 5-hour shift. Furthermore, under California law, employees must make an affirmative
24 decision every day regarding whether to waive their meal periods. August 13, 2003 DLSE
25 Opinion Letter ("The decision to forego a meal period may not, therefore, be based on a specific
26 requirement of the employer or on a policy or practice which could reasonably be perceived to
27 be a condition of employment. Therefore, blanket "waivers" of meal periods ...whether written
28 or oral, will not be considered valid."). If AKD had Plaintiff sign an on-duty meal period
agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid and

unenforceable because the nature of Plaintiff's job does not and did not prevent him from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of his job duties so that he can actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did not always receive statutory, timely meal periods during their employment. To the extent that AKD argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice between providing either meal and rest breaks or an additional hour of pay." *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at AKD was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

18. Furthermore, during the relevant time period, and due to the above labor code violations, AKD failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. Since Plaintiff was not compensated for his "off the clock" work and since Plaintiff did not receive the proper minimum wage rate (twice the minimum wage), and did not receive meal and rest break premiums, Plaintiff would still be owed wages pursuant to Labor Code Section 204. In addition, Plaintiff's paychecks would consistently be late by a week or more, which is a violation of Labor Code section 204. AKD was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements provided to Plaintiff and others, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and

1 rest breaks, all deductions, the correct start and end of the pay period, all employee identifying
2 information, the correct and complete name and address of the legal employer, and
3 reimbursement for business expenses, among others. As such, AKD did not provide Plaintiff and
4 other similarly situated aggrieved employees with complete, accurate itemized wage statements.

5 19. During the relevant time period, AKD also failed to keep accurate and complete payroll
6 records showing the actual hours worked per day and the wages paid to Plaintiff and others
7 pursuant to California Labor Code sections 1174(d).

8 20. AKD also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
9 similarly situated aggrieved employees earned and due wages upon separation of employment,
10 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
11 but unpaid wages include compensation for all hours worked, including minimum wages,
12 overtime compensation, and premium pay for missed meal and rest breaks.

13 21. During the relevant time period, Plaintiff and other aggrieved employees incurred
14 necessary, business-related expenses and costs that were not reimbursed by AKD. These costs
15 include, but are not limited to, mileage reimbursement as Plaintiff used his personal vehicle to
16 drive to different job sites. Moreover, Plaintiff used his personal cell phone for work purposes
17 in that the owner/management would text Plaintiff the address of the job site where Plaintiff had
18 to report. Moreover, Plaintiff also used his personal cell phone to clock in and out for work.
19 Furthermore, and as mentioned above, Plaintiff was also not reimbursed for use of personal hand
20 tools. Accordingly, AKD was in violation of California Labor Code sections 2800 and 2802.

21 22. Furthermore, AKD did not provide proper and correct/accurate sick pay (inclusive of all
22 bonuses/shift differentials/incentive payments) to Plaintiff and others that was also delineated on
23 employee pay stubs and also failed to provide proper sick leave in violation of Labor Code
24 sections 233 and 246. Moreover, there were no suitable seating/rest break facilities for Plaintiff
25 and other employees pursuant to Wage Order no. 4/16-2001. Moreover, there was no drinking
26 water available at times for Plaintiff and other employees and no sinks, water, or soap for
27 Plaintiff and others to wash their hands.

28 23. In addition, Plaintiff was terminated after consistent complaints to management about
safety concerns, including understaffing and lifting heavy machinery. Plaintiff's complaints

1 about the unsafe working conditions was a substantial factor in AKD terminating Plaintiff's
2 employment in a retaliatory fashion. Despite Plaintiff's complaints, AKD did not ensure that
3 Plaintiff and others were working in a safe environment.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

6 **(California Industrial Welfare Commission Order 4/16-2001, California Code of
7 Regulations Title 8 Section 11040/11160, and California Labor Code Section 1198)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 24. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

10 25. At all times relevant herein, Defendants were required to compensate its employees for
11 all hours worked upon reporting for work at the appointed time stated by the employer pursuant
12 to Industrial Welfare Commission Order 4/16-2001, California Code of Regulations, Title 8,
13 Section 11040/11160.

14 26. For the three (3) years preceding filing of this action, Defendants failed to compensate
15 Plaintiff for all hours worked.

16 27. Under the aforementioned wage order and regulations, Plaintiff is to recover
17 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
18 the filing of this Complaint.

19 28. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an
20 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
21 Court.

22 29. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
23 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled
24 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
25 attorney's fees and costs of suit.

26 30. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
28 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

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2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PAY OVERTIME**

4 **(California Industrial Welfare Commission Order 4/16-2001, California Code of**
5 **Regulations Title 8 Section 11040/11160)**

6 **(Plaintiff against all named Defendants and all DOE defendants)**

7 38. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

8 39. Pursuant to Industrial Welfare Commission Order No. 4/16-2001, California Code of
9 Regulations, Title 8, Section 11040/11160, for the period of Plaintiff's employment, Defendants
10 were required to compensate Plaintiff for all overtime, which is calculated at one and one-half
11 (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40)
12 hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve
13 (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day
14 in a week.

15 40. Plaintiff was a non-exempt employee entitled to the protections of the California
16 Industrial Welfare Commission Order No. 4/16-2001, California Code of Regulations, Title 8,
17 Section 11040/11160.

18 41. Plaintiff worked more than eight (8) hours in a single workday, more than twelve (12)
19 hours in a single day, or forty (40) hours in a single workweek on numerous occasions.

20 42. Plaintiff was entitled to the above overtime premiums.

21 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
22 Plaintiff's regular rate of pay for hours worked past eight (8) in a day or two times Plaintiff's
23 regular rate of pay for hours worked past twelve (12) in a day.

24 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
25 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

26 45. Plaintiff worked at least one pay period in which he was not properly paid overtime
27 within the three (3) years prior to the initiation of this lawsuit.

28 46. Defendants know or should know the actual dates of overtime worked, the amount of
overtime worked, and the amount of unpaid overtime due.

1 47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an amount
2 according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

3 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
4 Regulations, Title 8, Sections 11040/11160, Plaintiff is entitled to recover damages for the
5 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
6 reasonable attorney's fees and costs of suit.

7 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(California Labor Code Section 226)**

13 **(Plaintiff against all named Defendants and all DOE defendants)**

14 50. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

15 51. Pursuant to California Labor Code Section 226, every employer must furnish each
16 employee an itemized statement of wages and deductions at the time of payment of wages.

17 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
18 accurately reflected all information required by Labor Code Section 226, including but not
19 limited to, gross wages earned, including overtime, net wages earned, total hours worked by the
20 employee, all deductions, and premium pay for missed meal breaks and rest breaks. Therefore,
21 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
22 accordance with California Labor Code Section 226(a).

23 53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
24 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
25 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
26 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
27 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
28 the 1-year period immediately preceding the date this lawsuit was filed.

54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained

1 damages, including loss of earnings, in an amount to be established at trial. As a further direct
2 and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to
3 recover penalties, in an amount to be established at trial, as well as costs and attorney's fees
4 pursuant to statute.

5 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

9 **(California Labor Code Section 204)**

10 **(Plaintiff against all named Defendants and all DOE defendants)**

11 56. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

12 57. California Labor Code Section 204 establishes the fundamental right of all employees
13 in the State of California to be paid wages in a timely fashion for their work.

14 58. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
15 full amount of all owed wages when due as required by California Labor Code Section 204.

16 59. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
17 informed, believes, and thereon alleges, that all times relevant during the liability period,
18 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
19 including overtime hours and the minimum wage along with premiums for missed meal breaks
20 and rest breaks.

21 60. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
22 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
23 amount of unpaid wages is not presently known to Plaintiff but can be determined directly from
24 Defendants' records or indirectly based on information from Defendants' records.

25 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named Defendants and all DOE defendants)

62. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

63. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

64. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

65. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

66. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay their unpaid wages as required by Labor Code Section 203.

67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

68. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO GIVE REST BREAKS**

3 **(Plaintiff against all named Defendants and all DOE defendants)**

4 70. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

5 71. In relevant part, Wage Order 4-2001/16-2001, Sections 12 and 11 respectively states:

6 Rest Periods:

7 (A) Every employer shall authorize and permit all employees to take rest periods,
8 which insofar as practicable shall be in the middle of each work period. The
9 authorized rest period time shall be based on the total hours worked daily at the
10 rate often (10) minutes net rest time per four (4) hours or major fraction thereof.
11 However, a rest period need not be authorized for employees whose total daily
12 work time is less than three and one-half (3 1/2) hours. Authorized rest period
13 time shall be counted as hours worked for which there shall be no deduction from
14 wages.

15 (B) If an employer fails to provide an employee a rest period in accordance with the
16 applicable provisions of this Order, the employer shall pay the employee one (1) hour
17 of pay at the employee's regular rate of compensation for each work day that the rest
18 period is not provided.

19 72. In addition, Labor Code Section 226.7 states

20 (b) An employer shall not require an employee to work during a meal
21 or rest or recovery period mandated pursuant to an applicable statute, or
22 applicable regulation, standard, or order of the Industrial Welfare
23 Commission, the Occupational Safety and Health Standards Board, or
24 the Division of Occupational Safety and Health.

25 (c) If an employer fails to provide an employee a meal or rest or
26 recovery period in accordance with a state law, including, but not limited
27 to, an applicable statute or applicable regulation, standard, or order of the
28 Industrial Welfare Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety and Health, the
employer shall pay the employee one additional hour of pay at the
employee's regular rate of compensation for each workday that the meal
or rest or recovery period is not provided.

73. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
rest break after every four (4) hours of work or major fraction thereof, as required by California
law.

74. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
regulations, and wage orders alleged in this cause of action along with any allowable interest,

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the
2 foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

3 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
4 fees as well as interest under Labor Code section 218.6.

5 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO GIVE MEAL BREAKS**

10 **(Plaintiff against all named Defendants and all DOE defendants)**

11 74. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

12 75. California Labor Code section 512(a) requires that employees be given a 30-minute
13 uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break
14 after ten (10) hours of work.

15 76. California Labor Code section 226.7 states that (a) no employer shall require
16 any employee to work during any meal period mandated by an applicable order of the
17 Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal
18 period in accordance with an applicable order of the Industrial Welfare Commission, the
19 employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
20 of compensation for each workday that the meal period is not provided;

21 77. In relevant part, Wage Order 4-2001/16-2001, Section 11 and 10 respectively, state:

22 **Meal Periods:**

23 (A) No employer shall employ any person for a work period of more
24 than five (5) hours without a meal period of not less than 30
25 minutes, except that when a work period of not more than six (6)
26 hours will complete the day's work the meal period may be
27 waived by mutual consent of the employer and the employee...

28 (B) If an employer fails to provide an employee a meal period in
accordance with the applicable provisions of this order, the
employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each workday that
the meal period is not provided. (*Wage Order 16-2001 section
10(F)*)

1 78. During the relevant time period, Plaintiff alleges that he was not authorized and permitted
2 to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not
3 authorized and permitted to take a second relieved meal break after ten (10) hours of work, as
4 required by California law. California Labor Code section 512(a) and California Industrial
5 Welfare Commission Order No. 4/16, as codified under California Code of Regulations Sections
6 11040/11160 et. seq. requires that employees receive uninterrupted meal periods every five (5)
7 hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein
8 employee is relieved of all work duty. California Labor Code section 226.7 provides that
9 employers may not require their employees to work through their meal periods. California Labor
10 Code section 226.7 and California Code of Regulations section 11040/11160 requires that if the
11 employer fails to provide the employee with an uninterrupted meal period, the employer must
12 pay the employee one (1) hour of pay for each work day that the meal period is not given.

13 79. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the
16 foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

17 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
18 fees as well as interest under Labor Code section 218.6.

19 81. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

21 **NINTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

23 **(Plaintiff against all named Defendants and DOE Defendants)**

24 82. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

25 83. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties."

28 84. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
his duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of

1 completing his job duties, which were not reimbursed by Defendants. These costs include, but
2 are not limited to, mileage reimbursement as Plaintiff used his personal vehicle to drive to
3 different job sites. Moreover, Plaintiff used his personal cell phone for work purposes in that the
4 owner/management would text Plaintiff the address of the job site where Plaintiff had to report.
5 Moreover, Plaintiff also used his personal cell phone to clock in and out for work. Furthermore,
6 and as mentioned above, Plaintiff was also not reimbursed for use of personal hand tools. As
7 such, Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and
8 attorney's fees and costs, under Labor Code section 2802.

9 **TENTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **Individual and Representative Claim for PAGA penalties under California Labor Code**
12 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558,**
13 **558.1, 1174, 1174.5, 1194, 1197, 1198, 2802)**

14 **(Plaintiff against all named Defendants and all DOE defendants)**

15 85. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

16 86. Pursuant to law, by letter dated July 12, 2024 Plaintiff provided the required written
17 notice to the LWDA and Defendants of the specific violations of the California Labor Code that
18 Defendants and DOE defendants have violated and continue to violate.

19 87. Pursuant to California Labor code section 2699.3, no response was received from the
20 LWDA within 65 days of the postmark date of the above-alleged letter.

21 88. Plaintiff therefore has exhausted all administrative remedies required of him under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendants' violations of the
24 Labor Code.

25 89. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
26 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code
28 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
on behalf of himself or herself and other current or former employees pursuant to the procedures

1 specified in California Labor Code section 2699.3.

2 90. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
3 violator and had one or more of the alleged violations committed against him, and therefore is
4 properly suited to represent the interests of other current and former hourly, non-exempt
5 employees who worked for AKD at any of their California locations during the relevant PAGA
6 Period.

7 91. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties
8 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
9 numerous provisions of the California Labor Code as alleged in this Complaint.

10 92. Plaintiff therefore has exhausted all administrative remedies required of him under
11 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
12 cause of action and pursue penalties in a representative action for Defendants’ violations of the
13 Labor Code.

14 93. California Labor Code section 2699 et seq. imposes penalties upon culpable
15 Defendants for violating the Labor Code.

16 94. California Labor Code section 558 establishes a civil penalty as follows: Any employer
17 or other person action on behalf of an employer who violates, or causes to be violated, a section
18 of this chapter or any provision regulating hours and days of work in any order of the Industrial
19 Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall
20 be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid... (2) for each subsequent
22 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which
23 the employee was underpaid...

24 95. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
25 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
26 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
27 employees in this specific cause of action under the Private Attorneys General Act.

28 96. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802, via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (no. 16) violated based on the facts alleged in this Complaint.

97. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL RECORDS

(Plaintiff against all named Defendants and all DOE Defendants)

98. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

99. Labor Code section 1198.5 dictates "every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

100. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times..." On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via letters on July 12, 2024, as required by law. Plaintiff requested his personnel records in accordance with California Labor Code section 1198.5(k) on July 12, 2024, via U.S. certified mail, return receipt requested.

101. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to provide personnel records.

102. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

1 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
2 amount of \$750.00, along with costs and attorney's fees.

3 **TWELFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PAY RECORDS**

5 **(Plaintiff against all named Defendants and all DOE Defendants)**

6 103. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

7 104. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
8 current and former employees the right to inspect or copy records pertaining to their
9 employment, upon reasonable request to the employer..."

10 105. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an
11 employer who receives a written or oral request to inspect or copy records pursuant to
12 subdivision (b) pertaining to a current or former employee shall comply with the request as
13 soon as practicable, but no later than 21 calendar days from the date of the request." On
14 information and belief, Defendants intentionally failed to provide Plaintiff with pay records
15 when requested by Plaintiff via certified letter, return receipt requested, on July 12, 2024, and
16 as required by law. Plaintiff requested his pay records in accordance with California Labor
17 Code section 226 on July 12, 2024, via certified mail. Defendants failed to provide Plaintiff
18 with an opportunity to inspect or copy his pay records within 21 days.

19 106. As a direct result of Defendants' violations alleged herein, Plaintiff has
20 suffered and continues to suffer substantial losses related to Defendants' failure to provide pay
21 records.

22 107. Pursuant to Labor Code section 226, Plaintiff prays for judgment against
23 Defendants in the amount of \$750.00, along with costs and attorney's fees. Plaintiff seeks all
24 available remedies for Defendants' violations including, but not limited penalties, and costs to
25 the extent permitted by law and according to proof at trial.

26 **THIRTEENTH CAUSE OF ACTION**

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

28 **(Plaintiff against all named defendants and all DOE defendants)**

108. Plaintiff incorporates by reference each and every paragraph of this Complaint

1 as if fully alleged herein.

2 109. At all times material to this Complaint, California Labor Code § 1102.5 was in
3 effect and binding on Defendants. This section requires Defendants to refrain from retaliating
4 against an employee for refusing to participate in an activity that he/she reasonably believes
5 would result in a violation of state or federal statute, or a violation or noncompliance with a
6 state or federal rule or regulation. California Labor Code section 1102.5 also requires
7 Defendants to refrain from retaliating against an employee for disclosing information to a
8 person with authority over the employee if the employee has reasonable cause to believe that
9 the information discloses a violation of state or federal statute, or a violation of or
10 noncompliance with a local, state, or federal rule or regulation, regardless of whether
11 disclosing the information is part of the employee's job duties.

12 110. During Plaintiff's employment, Plaintiff complained to Defendants, of what he
13 reasonably and in good faith believed were violations of State and/or Federal law by Defendants,
14 including but not limited to, unsafe working conditions.

15 111. Plaintiff had a reasonable belief that Defendant was violating state and federal
16 laws, and brought up those violations on several different occasions to Defendants'
17 management as alleged hereinabove.

18 112. Defendant AKD retaliated against Plaintiff for his complaints about unsafe
19 working conditions, as alleged above, and terminated Plaintiff's employment, all in violation
20 of Labor Code § 1102.5. When Plaintiff was wrongfully terminated, Plaintiff's complaints of
21 violations of State and/or Federal law was/were a contributing factor and/or reason in
22 Plaintiff's termination. Plaintiff was terminated for his constant complaints regarding the
23 unsafe working conditions that placed him at future risk of harm.

24 113. As a direct and proximate result of the aforementioned acts and omissions of
25 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
26 loss of income (past and future), loss of employment benefits (past and future), general and
27 compensatory damages (past and future), mental pain and anguish and emotional distress (past
28 and future), and will continue to suffer in the future, in an amount to be proved at trial.

114. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

115. Plaintiff requests all available relief under Labor Code § 1102.5 including damages and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

FOURTEENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310

(Plaintiff against all named Defendants and all DOE defendants)

116. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully alleged herein.

117. At all times material to this Complaint, California Labor Code § 6310 was in effect and binding on Defendants. California Labor Code section 6310 prohibits employers from firing or discriminating against any employee because the employee has informed their employer about unsafe working conditions.

118. As discussed fully above, Plaintiff complained to Defendants about unsafe working conditions at the workplace.

119. Defendants willfully and/or with reckless indifference violated California Labor Code section 6310 by retaliating against Plaintiff for complaining of unsafe working conditions.

120. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

121. Pursuant to Labor Code Section 6310, Defendants are liable for statutory

1 damages, including reimbursement for lost wages and work benefits.

2 122. Defendants' conduct described herein was undertaken, authorized and/or
3 ratified by Defendants' officers, directors and/or managing agents. The aforementioned
4 conduct of said officers, directors and/or managing agents and individuals was therefore
5 undertaken on behalf of Defendants.

6 123. Defendants committed the acts herein alleged maliciously, fraudulently, and
7 oppressively in conscious disregard for Plaintiff's rights, and Plaintiff is entitled to recover
8 punitive damages from Defendants in an amount according to proof.

9 124. As a result of the conduct of Defendants and each of them, Plaintiff was forced
10 to retain an attorney in order to protect her rights.

11 125. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff is entitled to recover
12 civil penalties for Defendants' violations of Labor Code section 6310.

13 126. Plaintiff further demands reasonable attorney's fees and costs pursuant to
14 Labor Code section 2699, subdivision (g)(1).

15 **FIFTEENTH CAUSE OF ACTION**

16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

17 **(Plaintiff against all named Defendants and all DOE defendants)**

18 127. Plaintiff incorporates by reference each and every paragraph of this Complaint
19 as if fully alleged herein.

20 128. At all times during his employment with Defendants, Plaintiff performed his
21 duties with the utmost diligence and competence.

22 129. Plaintiff is informed and believes and thereon alleges that Defendants' decision
23 to retaliate against him and terminate him, as alleged herein, was motivated by Plaintiff's
24 constant complaints to management about the unsafe working conditions.

25 130. Plaintiff's employment was wrongfully terminated on or around January 15,
26 2024 in violation of the fundamental public policy of the State of California with respect to
27 retaliating against an employee for his complaints about unsafe working conditions.

28 131. Moreover, Plaintiff was forced to hire an attorney to assist him to end these

1 illegal activities.

2 132. Said conduct violated statutory and constitutional expressions of public policy
3 including, but not limited to, the California Labor Code Sections 1102.5, 6310, and the California
4 Constitution, Article 1 section 8.

5 133. As set forth above, said actions by Defendants were wrongful and in violation
6 of the fundamental principles of the public policy of the State of California as reflected in its
7 laws, objectives and policies. Said statutes and constitutional expressions of public policy
8 include, but are not limited to, California Labor Code sections 1102.5, 6310, and the
9 California Constitution, Article 1 section 8. These laws inure to the benefit of the public at
10 large, and not just the private interests of the employers and employees whom they govern or
11 protect.

12 134. As a direct and proximate result of the aforementioned acts and omissions of
13 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
14 loss of income (past and future), loss of employment benefits (past and future), general and
15 compensatory damages (past and future), mental pain and anguish and emotional distress (past
16 and future), and will continue to suffer in the future, in an amount to be proved at trial.

17 135. The foregoing conduct engaged in by Defendants and each of their directors,
18 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
19 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
20 an environment free of retaliation, so as to justify the imposition of punitive damages to punish
21 and set an example of said Defendants.

22 **SIXTEENTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

24 **(California Business and Professions Code Section 17200)**

25 **(Plaintiff against A.K.D. MANAGEMENT, INC. and all DOE defendants)**

26 136. Plaintiff incorporates by reference each and every paragraph of this Complaint
27 as if fully alleged herein.

28 137. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants

1 constitutes unfair and unlawful business practices under California Business and Professions
2 Code Section 17200, et seq.

3 138. Defendant's violations of the California labor laws and the Labor Code
4 constitutes a business practice because it was done repeatedly over a significant period of time
5 in a systematic manner that was detrimental to Plaintiff and others.

6 139. For the four years preceding the filing of this action, Plaintiff has suffered
7 damages and request damages and/or restitution of all monies and profits to be disgorged from
8 corporate defendant A.K.D. MANAGEMENT, INC. in an amount according to proof at
9 time of trial, but in excess of the jurisdiction of this Court.

10 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
11 follows:

- 12 1. For general damages according to proof;
- 13 2. For special and consequential damages to the extent allowed by law;
- 14 3. For an award of punitive damages against Defendants according to proof;
- 15 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
16 at trial;
- 17 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
18 subject to proof at trial;
- 19 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 7. For restitution and disgorgement for all unfair business practices by Defendant A.K.D.
22 MANAGEMENT, INC. against Plaintiff in an amount subject to proof at trial;
- 23 8. For an order enjoining Defendant A.K.D. MANAGEMENT, INC. from further unfair
24 and unlawful business practices in violation of Business and Professions Code Sections
25 17200, et seq.;
- 26 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
27 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 28 10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

- 1 11. For maximum civil penalties available under the Labor Code and applicable Wage
2 Order against Defendants as described more particularly in the Complaint and
3 representative PAGA claim;
4 12. For all remedies available to Plaintiff under the applicable Wage Order and the
5 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
6 liquidated damages, damages, penalties, and waiting time penalties according to proof
7 to the extent permitted by law via PAGA;
8 13. For the imposition of civil penalties and/or statutory penalties;
9 14. For all interest as allowed by law;
10 15. For all costs and disbursements incurred in this suit;
11 16. Reasonable attorney's fees where available by law, including but not limited to,
12 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
13 Labor Code section 1102.5, and/or other applicable laws; and
14 17. For such other and further relief as this Court may deem proper.

15 **DATED:** November 7, 2024

MESSRELIAN LAW INC.

16 By Maralle Messrelian
17 Harout Messrelian, Esq.
18 Maralle Messrelian, Esq., Of Counsel
Attorneys for Plaintiff Pablo Lopez

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
21
22

23 **DATED:** November 7, 2024

MESSRELIAN LAW INC.

24 By Maralle Messrelian
25 Harout Messrelian, Esq.
26 Maralle Messrelian, Esq., Of Counsel
27 Attorneys for Plaintiff Pablo Lopez
28