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11 *California and Aggrieved Employees*

12
13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF SANTA CLARA**

15 VICTOR HERNANDEZ, on behalf of the
16 State of California and Aggrieved Employees,

17 *Plaintiff,*

18 vs.

19 BACKYARD PRODUCTS, LLC
20 *Defendant.*

Case No. 24CV449470

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

E-FILED
10/14/2024 5:28 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
24CV449470
Reviewed By: J. Nguyen

1 Plaintiff Victor Hernandez (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Backyard Products, LLC
5 (“Backyard Products” or “Defendant”) on behalf of the State of California to collect penalties as a
6 result of Defendant’s systematic violations of California labor law with respect to Defendant’s non-
7 exempt hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and workers who were misclassified as
9 independent contractors Defendant in California.¹

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
11 and Aggrieved Employees minimum wages; (2) failing to pay Plaintiff and Aggrieved Employees
12 overtime wages; (3) failing to authorize and permit Plaintiff and Aggrieved Employees to take
13 compliant meal and rest periods to which they are entitled by law, and failing to pay premium
14 compensation for non-compliant meal and rest periods; (4) failing to reimburse Plaintiff and Aggrieved
15 Employees for business expenses; (5) failing to provide Plaintiff and Aggrieved Employees true and
16 accurate itemized wage statements; and (6) failing to pay Plaintiff and Aggrieved Employees all wages
17 owed upon separation from employment.

18 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
19 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
20 Private Attorneys General Act (“PAGA”).

21 **PARTIES**

22 5. Plaintiff and Aggrieved Employees are all current and former employees of Backyard
23 Products, LLC, who were misclassified as independent contractors in the State of California. The
24 Aggrieved Employees work as, among other positions, Installers, such as, Shed Builders, and other
25 hourly non-exempt employees in California.

26 6. Plaintiff Victor Hernandez is an individual over the age of eighteen and, at all times
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former
employees. For ease of discussion, the allegations herein are made in the present tense.

1 relevant to this Complaint, was a resident of the State of California.

2 7. Plaintiff worked for Defendant as a misclassified Installer (Shed Builder in Cupertino,
3 California.

4 8. Plaintiff is informed, believes, and thereon alleges that Backyard Products, LLC is a
5 Delaware corporation with its principal place of business located in Ann Arbor, Michigan. Backyard
6 Products is registered to do business in the State of California and does business in the State of
7 California. Backyard Products may be served with process by serving its registered agent, CSC –
8 Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, California 95833.

9 9. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
10 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
11 believes, and thereon alleges that, in California, Defendant operates in this County and employs
12 Aggrieved Employees in this County. Plaintiff is informed, believes, and thereon alleges that
13 Defendant employs Aggrieved Employees, among other hourly employees, in this County and
14 throughout California.

15 10. At all material times, Defendant does business under the laws of California, has places
16 of business in the State of California, including in this County, and employs Aggrieved Employees in
17 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
18 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
19 Wage Orders.

20 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
21 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
22 Plaintiff and Aggrieved Employees.

23 **SUBJECT MATTER JURISDICTION AND VENUE**

24 12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
25 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
26 liability and the cause, or some part of the cause, arose in this County.

27 13. This Court has jurisdictions over Plaintiff’s claims for penalties pursuant to the PAGA.
28 The Court also has jurisdiction over Defendant because they are a corporation authorized to do

1 business in the State of California, and because Defendant does in fact do business and employs
2 workers in the State of California.

3 **FACTUAL ALLEGATIONS**

4 14. Upon information and belief, Backyard Products, LLC based out of Ann Arbor,
5 Michigan specializes in woodshed manufacturing, is a part of the home improvement and outdoor
6 structures industry.

7 15. Plaintiff worked for Defendant as a misclassified Shed Builder in Cupertino, California,
8 within the last year. Plaintiff often worked more than 40 hours per week and more than ten (10) hours
9 per day. .

10 16. Defendant has a uniform practice of requiring Plaintiff and Aggrieved Employees to
11 sign standardized contracts labeling them as so-called “independent contractors” in order to work for
12 Defendant. The Plaintiff and Aggrieved Employees are predominantly individual laborers who do not
13 have truly independent businesses. Plaintiff and Aggrieved Employees work directly for Defendant
14 and remain dependent on Defendant as a matter of economic reality. Plaintiff and Aggrieved generally
15 do not market their services, but rather rely on Defendant for all the customers and assignments.

16 17. Although Defendant purports to allow Plaintiff and Aggrieved Employees to hire other
17 persons to provide help, the vast majority of Aggrieved Employees work alone. For instance, the
18 Plaintiff worked for Defendant by himself, without hiring any other individual over the course of his
19 tenure with the company.

20 18. For these reasons, Defendant’s “independent contractor” designation is merely a label
21 designed to evade the obligations of an employer, not a reflection that Plaintiff and Aggrieved
22 Employees are customarily engaged in an independently established trade. *Dynamex*, Cal. 5th at 962
23 (“A company that labels as independent contractors a class of workers who are not engaged in an
24 independently established business in order to enable the company to obtain the economic advantages
25 that flow from avoiding the financial obligations that a wage order imposes on employers
26 unquestionably violates the fundamental purposes of the wage order. The fact that a company has not
27 prohibited or prevented a worker from engaging in such a business is not sufficient to establish that
28 the worker has independently made the decision to go into business for himself or herself.”).

1 19. Defendant assigns Plaintiff and Aggrieved Employees deliveries and reserves the right
2 to control the number and nature of the deliveries they assign. Defendant requires Plaintiff and
3 Aggrieved Employees to complete their deliveries on the day of the assignment and expects them to
4 follow the instructions provided by Backyard Products management.

5 20. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
6 employed hundreds of workers similarly situated to Plaintiff in California.

7 21. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
8 employed by Defendant in a similar manner throughout the State of California, including in this
9 County, and perform work materially similar to Plaintiff.

10 22. Aggrieved Employees perform their jobs under Defendant's supervision using materials
11 and technology approved and supplied by Defendant.

12 23. Aggrieved Employees are required to follow and abide by Defendant's common work,
13 time, and pay policies and procedures in the performance of their jobs.

14 24. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
15 are determined by common systems and methods that Defendant selects and controls.

16 25. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
17 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
18 location in the State of California. Upon information and belief, Aggrieved Employees worked more
19 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
20 year before this Complaint was filed.

21 26. Defendant denies Plaintiff and Aggrieved Employees proper compensation for all hours
22 worked, including overtime wages. In particular, Plaintiff and Aggrieved Employees routinely work
23 long days, well in excess of 8 hours just to finish their day's assigned deliveries, and routinely work
24 more than 5 days and more than 40 hours per week. Yet, because they are misclassified as independent
25 contractors, they are not paid any premiums for overtime.

26 27. Plaintiff is informed, believes, and thereon alleges that all Aggrieved Employees of
27 Defendant are subject to the same or similar unlawful timekeeping and compensation policies and
28 practices.

1 28. As a result of this policy and/or practices, Plaintiff and Aggrieved Employees are not
2 paid for all hours worked, including overtime hours in violation of Cal. Lab. Code section 1194 and
3 Wage Order 4.

4 29. Defendant regularly fails to provide Plaintiff and Aggrieved Employees with timely
5 and compliant meal periods. Defendant policies, practices, and procedures prevent Plaintiff and
6 Aggrieved Employees from taking their required 30-minute meal period prior to their fifth hour of
7 work. Defendants require Plaintiff and Aggrieved Employees to perform numerous assigned deliveries
8 per day according to time windows, strict schedules, and other restrictions that routinely prevent
9 Plaintiff and Aggrieved Employees to take timely meal and rest periods. The tight scheduled delivery
10 and building windows preclude Plaintiff and Aggrieved Employees from stopping to take breaks,
11 instead Plaintiff and Aggrieved Employees must eat and/or rest while driving their vehicle to its next
12 destination. When Plaintiff and Aggrieved Employees attempt to take a meal break, such meal breaks
13 are untimely and/or shortened. As a result, Aggrieved Employees are not provided with duty-free,
14 uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of work, nor do they
15 receive the proper premium payments for non-compliant meal breaks.

16 30. Further, for each day Plaintiff and Aggrieved Employees work longer shifts of ten hours
17 or more, Defendant denies Plaintiff and Aggrieved Employees a duty-free, uninterrupted, and timely
18 second 30-minute meal break by the end of the tenth hour of work. Yet again, Plaintiff and Aggrieved
19 Employees do not receive full premium payments for these missed second meal breaks.

20 31. Defendant also fails to authorize or permit off duty, paid rest periods of at least ten (10)
21 minutes of rest time for every four (4) hours of work. As with the failure to provide meal periods,
22 Defendant's strict time windows and work expectations, as well as the need to remain on-call and
23 vigilant routinely do not permit the Plaintiff and Aggrieved Employees an opportunity to rest, while
24 off-duty, for ten (10) minutes during each four (4) hour work period or major fraction thereof.

25 32. Plaintiff is informed, believes, and thereon alleges that these meal and rest period
26 policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees
27 regardless of location and assignment in California.

28 33. As a matter of common policy and/or practice, Defendant fails to provide Plaintiff and

1 Aggrieved Employees reimbursement for all necessary business expenditures. Defendant
2 systematically requires Plaintiff and Aggrieved Employees to pay out of their own pockets for fuel,
3 vehicle maintenance, insurance, and repairs, and to use their personal cell phones in the direct
4 consequence of the discharge of their job duties. Defendant does not reimburse Plaintiffs and
5 Aggrieved Employees for such expenses. Thus, Defendant does not reimburse Plaintiff and Aggrieved
6 Employees for any business expenditures, even though it should be fully reimbursed under California
7 law.

8 34. Plaintiff is informed, believes, and thereon alleges that all Aggrieved Employees of
9 Defendants are subject to the same or similar unlawful compensation policies and practices.

10 35. As a result of the aforementioned violations, Plaintiff and Aggrieved Employees are
11 provided with untrue and inaccurate wage statements as such statements do not reflect the correct
12 amount of gross and net wages earned, including overtime compensation, and premium pay for non-
13 compliant meal and rest periods, business reimbursements, nor the correct total hours worked by
14 Plaintiff and Aggrieved Employees. Defendant's failure to record all hours worked also results in a
15 failure to provide Aggrieved Employees, including Plaintiff, accurate itemized wage statements as
16 required by California law. The wage statements Defendant provides are not accurate because they do
17 not reflect payment for all hours worked, including minimum wage and overtime compensation, nor
18 do they include premium pay for non-compliant meal and rest periods, nor reimbursement for business
19 expenses in violation of California law.

20 36. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
21 former workers of Defendant with full payment of all wages owed upon separation from employment.
22 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
23 including overtime, premium pay for non-compliant meal/rest periods, and reimbursement for
24 business expenses, whether their termination was voluntary or involuntary; yet Defendant has failed
25 to provide Plaintiff and Aggrieved Employees with such payments within the required time period. As
26 a result, and pursuant to the California Labor Code, Defendant is subject to waiting time penalties.

27 37. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
28 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's

1 operations in the State of California.

2 **FIRST CAUSE OF ACTION**

3 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 38. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 39. Cal. Lab. Code § 2699(a) provides:

8 Notwithstanding any other provision of law, any provision of this code that provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency or any of its departments, divisions, commissions, boards,
11 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
12 through a civil action brought by an aggrieved employee on behalf of himself or herself
13 and to other current or former employees.

14 40. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
15 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
16 he or she quits, at the latest.

17 41. Cal. Lab. Code § 203 provides, in relevant part:

18 If an employer willfully fails to pay, without abatement or reduction, in accordance
19 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
20 or who quits, the wages of the employees shall continue as a penalty from the due date
21 thereof at the same rate paid or until an action therefor is commenced; but the wages
22 shall not continue for more than 30 days.

23 42. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty
24 in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

25 43. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
26 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
27 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
28 203 and 256.

44. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish
each of his or her employees, either as a detachable part of the check, draft, or voucher
paying the employee's wages, or separately when wages are paid by personal check or
cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
total hours worked by the employee, except for any employee whose compensation is

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

45. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

46. Cal. Lab. Code § 226.3 provides:

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

47. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

48. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on August 7, 2024, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On August 7, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

49. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved

1 Employees, and himself as set forth in Cal. Lab. Code § 2699.

2 50. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
3 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
4 and costs as set forth below.

5 51. Wherefore, Plaintiff requests relief as hereinafter provided.

6 **SECOND CAUSE OF ACTION**

7 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

8 **(On Behalf of the State of California and Aggrieved Employees)**

9 52. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
10 herein.

11 53. Cal. Lab. Code § 2699(f) provides:

12 For all provisions of this code except those for which a civil penalty is specifically
13 provided, there is established a civil penalty for a violation of these provisions, as
14 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
15 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
16 per pay period for the initial violation and two hundred dollars (\$200) for each
17 aggrieved employee per pay period for each subsequent violation.

18 54. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
19 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
20 commission basis or method of calculation.”

21 55. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
22 employment are due and payable twice during each calendar month....”

23 56. Cal. Lab. Code § 221 provides that “[i]t shall be unlawful for any employee to collect
24 or receive from an employee any part of wages therefore paid by said employer to said employee.”

25 57. Cal. Lab. Code § 225.5 provides in relevant part:

26 In addition to, and entirely independent and apart from, any other penalty provided in
27 this article, every person who unlawfully withholds wages due any employee in
28 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as
29 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
30 each employee. (b) For each subsequent violation, or any willful or intentional
31 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
32 percent of the amount unlawfully withheld.

33 58. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an

1 employee is subject to the control of an employer and includes all the time the employee is suffered
2 or permitted to work, whether or not required to do so.”

3 59. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the Wage Orders.

5 60. Cal. Lab. Code § 510 provides, in relevant part:
6 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
7 workday and any work in excess of 40 hours in any one workweek and the first eight
8 hours worked on the seventh day of work in any one workweek shall be compensated
9 at the rate of no less than one and one-half times the regular rate of pay for an employee.
10 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
11 than twice the regular rate of pay for an employee. In addition, any work in excess of
12 eight hours on any seventh day of a workweek shall be compensated at the rate of no
13 less than twice the regular rate of pay of an employee. Nothing in this section requires
14 an employer to combine more than one rate of overtime compensation in order to
15 calculate the amount to be paid to an employee for any hour of overtime work.

12 61. Cal. Lab. Code § 1197 provides:
13 The minimum wage for employees fixed by the commission or by any applicable state
14 or local law, is the minimum wage to be paid to employees, and the payment of a lower
15 wage than the minimum so fixed is unlawful. This section does not change the
16 applicability of local minimum wage laws to any entity.

16 62. Cal. Lab. Code § 1194 provides, in relevant part:
17 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
18 than the legal minimum wage or the legal overtime compensation applicable to the
19 employee is entitled to recover in a civil action the unpaid balance of the full amount
20 of this minimum wage or overtime compensation, including interest thereon,
21 reasonable attorney’s fees, and costs of suit.

20 63. Cal. Lab. Code § 2802(a) provides as follows:
21 An employer shall indemnify his or her employee for all necessary expenditures or
22 losses incurred by the employee in direct consequence of the discharge of his or her
23 duties, or of his or her obedience to the directions of the employer, even though
24 unlawful, unless the employee, at the time of obeying the directions, believed them to
25 be unlawful. Defendants’ policies and practices result in payment of wage and overtime
26 violations, and meal and rest periods violations.

24 64. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 requires Defendant to
25 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
26 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing
27 an employee for more than five hours without a meal period of not less than thirty minutes, and from
28 employing an employee more than ten hours per day without providing the employee with a second

1 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
2 thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the
3 meal period is counted as time worked under the applicable wage orders.

4 65. Defendant’s policies and practices result in payment of wage and overtime violations,
5 and meal and rest periods violations.

6 66. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
7 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
8 in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by Cal.
9 Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
10 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
11 Lab. Code §§ 204, 221, 225.5, 226.7, 510, 512, 1194, 1197, 1198, 2802(a), IWC Wage Order 4-2001,
12 and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

13 67. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on August 7, 2024, Plaintiff
14 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
15 file this claim. On August 7, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail.
16 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
17 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
18 2699.3(a).

19 68. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

21 69. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
23 and costs as set forth below.

24 70. Wherefore, Plaintiff requests relief as hereinafter provided.

25 **PRAYER FOR RELIEF**

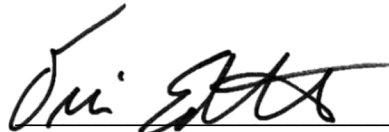
26 **WHEREFORE**, Plaintiff prays for relief as follows:

27 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab.
28 Code as alleged herein;

- 1 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
2 penalties provided under the PAGA;
3 3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
4 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
5 4. For all costs of suit; and
6 5. For such other and further relief as this Court deems just and proper.

7 Respectfully Submitted,

8 Date: October 14, 2024

9 
10 _____
 Carolyn H. Cottrell
 Ori Edelstein

11 **SCHNEIDER WALLACE**
12 **COTTRELL KONECKY LLP**

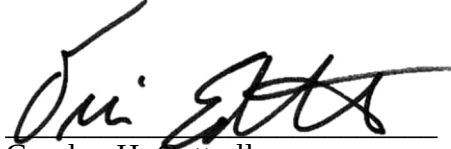
13 *Attorneys for Plaintiff, on behalf of the State of*
14 *California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Date: October 14, 2024

Respectfully Submitted,



Carolyn H. Cottrell

Ori Edelstein

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees