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Case #24CV449470
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

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

Plaintiff,

vs.

BACKYARD PRODUCTS, LLC
Defendant.

Case No. 24CV449470

*Assigned to the Honorable Theodore C. Zayner in
Dept. 19*

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

DEMAND FOR JURY TRIAL

First Amended Complaint Filed: March 17, 2025
Action Filed: October 14, 2024
Trial Set: None

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, injunctive
19 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
20 California Labor Code 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 knowingly, willfully, and intentionally denies Plaintiff and Aggrieved
22 Employees proper compensation for all hours worked, including overtime wages. In particular,
23 Plaintiff and Aggrieved Employees routinely work long days, well in excess of 8 hours just to finish
24 their day's assigned deliveries, and routinely work more than 5 days and more than 40 hours per week.
25 Yet, because they are knowingly, willfully, and intentionally misclassified as independent contractors,
26 they are not paid any premiums for overtime.

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

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

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

20 30. Further, for each day Plaintiff and Aggrieved Employees work longer shifts of ten hours
21 or more, Defendant knowingly, willfully, and intentionally denies Plaintiff and Aggrieved Employees
22 a duty-free, uninterrupted, and timely second 30-minute meal break by the end of the tenth hour of
23 work. Yet again, Plaintiff and Aggrieved Employees do not receive full premium payments for these
24 missed second meal breaks.

25 31. Defendant also regularly and willfully fails to authorize or permit off duty, paid rest
26 periods of at least ten (10) minutes of rest time for every four (4) hours of work. As with the failure to
27 provide meal periods, Defendant's strict time windows and work expectations, as well as the need to
28 remain on-call and vigilant routinely do not permit the Plaintiff and Aggrieved Employees an

1 opportunity to rest, while off-duty, for ten (10) minutes during each four (4) hour work period or major
2 fraction thereof.

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

6 33. As a matter of common policy and/or practice, Defendant fails to provide Plaintiff and
7 Aggrieved Employees reimbursement for all necessary business expenditures. Defendant
8 systematically requires Plaintiff and Aggrieved Employees to pay out of their own pockets for fuel,
9 vehicle maintenance, insurance, and repairs, and to use their personal cell phones in the direct
10 consequence of the discharge of their job duties. Defendant does not reimburse Plaintiffs and
11 Aggrieved Employees for such expenses. Thus, Defendant does not reimburse Plaintiff and Aggrieved
12 Employees for any business expenditures, even though it should be fully reimbursed under California
13 law.

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

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

27 36. Further, Defendant willfully and intentionally does not provide Plaintiff and Aggrieved
28 Employees who are former workers of Defendant with full payment of all wages owed upon separation

1 from employment. At the time their employment ends, Aggrieved Employees are owed wages for all
2 time worked, including overtime, premium pay for non-compliant meal/rest periods, and
3 reimbursement for business expenses, whether their termination was voluntary or involuntary; yet
4 Defendant has failed to provide Plaintiff and Aggrieved Employees with such payments within the
5 required time period. As a result, and pursuant to the California Labor Code, Defendant is subject to
6 waiting time penalties.

7 37. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
8 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's
9 operations in the State of California.

10 **FIRST CAUSE OF ACTION**

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

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

13 38. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
14 herein.

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

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

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

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

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

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

1 43. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
2 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
3 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
4 203 and 256.

5 44. Cal. Lab. Code § 226(a) provides:

6 Every employer shall, semimonthly or at the time of each payment of wages, furnish
7 each of his or her employees, either as a detachable part of the check, draft, or voucher
8 paying the employee's wages, or separately when wages are paid by personal check or
9 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
10 total hours worked by the employee, except for any employee whose compensation is
11 solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
13 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
14 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
15 deductions made on written orders of the employee may be aggregated and shown as
16 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
17 employee is paid, (7) the name of the employee and his or her social security number,
18 (8) the name and address of the legal entity that is the employer, and (9) all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate by the employee.

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

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

28 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 §

1 226(e)(1).

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

8 49. Plaintiff seeks the aforementioned penalties, as well as injunctive relief, on behalf of
9 the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699.

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

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

14 **SECOND CAUSE OF ACTION**

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

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

17 52. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

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

20 For all provisions of this code except those for which a civil penalty is specifically
21 provided, there is established a civil penalty for a violation of these provisions, as
22 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
23 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
24 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
25 each aggrieved employee per pay period if either of the following are met:(i) Within
26 the five years preceding the alleged violation, the agency or any court issued a finding
27 or determination to the employer that its policy or practice giving rise to the violation
28 was unlawful. (ii) The court determines that the employer’s conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

27 54. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
28 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,

1 commission basis or method of calculation.”

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

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

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

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

11 58. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
12 employee is subject to the control of an employer and includes all the time the employee is suffered
13 or permitted to work, whether or not required to do so.”

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

16 60. Cal. Lab. Code § 510 provides, in relevant part:

17 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
18 workday and any work in excess of 40 hours in any one workweek and the first eight
19 hours worked on the seventh day of work in any one workweek shall be compensated
20 at the rate of no less than one and one-half times the regular rate of pay for an employee.
21 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
22 than twice the regular rate of pay for an employee. In addition, any work in excess of
23 eight hours on any seventh day of a workweek shall be compensated at the rate of no
24 less than twice the regular rate of pay of an employee. Nothing in this section requires
25 an employer to combine more than one rate of overtime compensation in order to
26 calculate the amount to be paid to an employee for any hour of overtime work.

23 61. Cal. Lab. Code § 1197 provides:

24 The minimum wage for employees fixed by the commission or by any applicable state
25 or local law, is the minimum wage to be paid to employees, and the payment of a lower
26 wage than the minimum so fixed is unlawful. This section does not change the
applicability of local minimum wage laws to any entity.

27 62. Cal. Lab. Code § 1194 provides, in relevant part:

1 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
2 than the legal minimum wage or the legal overtime compensation applicable to the
3 employee is entitled to recover in a civil action the unpaid balance of the full amount
4 of this minimum wage or overtime compensation, including interest thereon,
5 reasonable attorney's fees, and costs of suit.

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9 63. Cal. Lab. Code § 2802(a) provides as follows:

10 An employer shall indemnify his or her employee for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her
12 duties, or of his or her obedience to the directions of the employer, even though
13 unlawful, unless the employee, at the time of obeying the directions, believed them to
14 be unlawful. Defendants' policies and practices result in payment of wage and overtime
15 violations, and meal and rest periods violations.

16 64. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 requires Defendant to
17 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
18 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing
19 an employee for more than five hours without a meal period of not less than thirty minutes, and from
20 employing an employee more than ten hours per day without providing the employee with a second
21 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
22 thirty-minute meal period and ten-minute rest period, the employee is considered "on duty" and the
23 meal period is counted as time worked under the applicable wage orders.

24 65. Defendant's policies and practices result in wage and overtime violations, and meal and
25 rest periods violations.

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

67. Defendants' conduct giving rise to these violations was malicious, fraudulent, or
oppressive.

68. 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).

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

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

71. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendant has violated the California Labor Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
4. For injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and (k)(1), prohibiting Defendants from continuing their policies and practices determined to be violations of the California Labor Code;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

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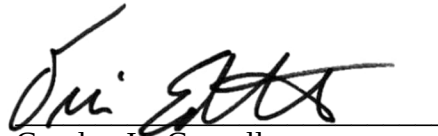
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Respectfully Submitted,

Date: March 17, 2025



Carolyn H. Cottrell
Ori Edelstein

**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

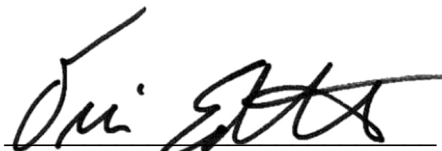
*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

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

Date: March 17, 2025

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