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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

CGC-24-620555

PARHAM BARGHCHI, an individual, and in a
representative capacity on behalf of the State of
California, himself, and other Aggrieved
Employees,

Plaintiff,

vs.

ACCESS BRYANT SPC dba PROJECT
CANNABIS, a California corporation; THE
WELLNESS EARTH ENERGY DISPENSARY,
INC., a California corporation; RESOURCE
REFERRAL SERVICES, INC., a California
corporation; PHC FACILITIES, INC., a
California Corporation; DAVID SIROLLY, an
individual; DEREK WATSON, an individual;
DAVID HART an individual; and DOES 1-15

Defendants.

Case No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF PARHAM BARGHCHI ("PLAINTIFF"), an individual, on behalf of himself
and in a representative capacity on behalf of the State of California and other AGGRIEVED
EMPLOYEES, defined below, against DEFENDANT ACCESS BRYANT SPC dba PROJECT
CANNABIS, a California corporation, DEFENDANT THE WELLNESS EARTH ENERGY

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/12/2024
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

1 DISPENSARY, INC., a California corporation, DEFENDANT RESOURCE REFERRAL
2 SERVICES, INC., a California corporation; DEFENDANT PHC FACILITIES, INC., a California
3 Corporation, DEFENDANT DAVID SIROLLY, an individual, DEFENDANT DEREK WATSON,
4 an individual, DAVID HART an individual, and DOES 1-15 (“Defendant DOES”) (collectively
5 “DEFENDANTS”), alleges on information and belief, except for his own acts and knowledge which
6 are based on personal knowledge, the following:

7 **I. INTRODUCTION**

8 1. PLAINTIFF brings this action individually and in his representative capacity on
9 behalf of the State of California and pursuant to the Private Attorneys General Act of 2004,
10 California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of himself and other current and former
11 AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and
12 hour violations under the California Labor Code.

13 2. Plaintiff seeks recovery of all individual damages in addition to all civil penalties
14 permitted pursuant to California Labor Code § 2699, *et seq.*

15 3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
16 decreased their employment-related costs by systematically violating California wage and hour
17 laws.

18 4. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order
19 violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter*
20 *alia*:

- 21 a. Failure to provide rest periods;
- 22 b. Failure to provide meal periods;
- 23 c. Failure to pay minimum wages;
- 24 d. Failure to pay overtime wages;
- 25 e. Failure to pay wages when due;
- 26 f. Failure to provide accurate itemized wage statements;
- 27 g. Failure to reimburse for required business expenses;
- 28 h. Failure to timely pay wages upon termination.

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

II. PARTIES

6. PLAINTIFF PARHAM BARGHCHI (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in San Francisco County.

7. DEFENDANT ACCESS BRYANT SPC dba PROJECT CANNABIS, a California corporation, registered with the California Secretary of State as entity No. 3998702, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. DEFENDANT THE WELLNESS EARTH ENERGY DISPENSARY, INC. dba Project Cannabis Studio City, a California corporation, registered with the California Secretary of State as entity No. 2956745, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. DEFENDANT RESOURCE REFERRAL SERVICES, INC. dba Project Cannabis North Hollywood, a California corporation, registered with the California Secretary of State as entity No. 2841484, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

10. DEFENDANT PHC FACILITIES, INC., dba Project Cannabis DTLA, a California Corporation, registered with the California Secretary of State as entity No. 3016466, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

11. DEFENDANT DAVID SIROLLY is, on information and belief, is a California resident and does business in California. Defendant David Sirollly is the Secretary of Defendant Access Bryant SPC dba Project Cannabis, Defendant The Wellness Earth Energy Dispensary, Inc. dba Project Cannabis Studio City, Defendant Resource Referral Services, Inc. dba Project Cannabis Studio City, and Defendant PHC Facilities, Inc, dba Project Cannabis DTLA. On information and belief, at all relevant times, Defendant David Sirollly has been an owner, director, officer, or managing agent of Defendant Access Bryant SPC dba Project Cannabis, Defendant The Wellness

1 Earth Energy Dispensary, Inc. dba Project Cannabis Studio City, Defendant Resource Referral
2 Services, Inc. dba Project Cannabis Studio City, and Defendant PHC Facilities, Inc, dba Project
3 Cannabis DTLA.

4 12. DEFENDANT DEREK WATSON is, on information and belief, a California
5 resident and does business in California. Defendant Derek Watson is the Chief Financial Officer of
6 Defendant Access Bryant SPC dba Project Cannabis, Defendant The Wellness Earth Energy
7 Dispensary, Inc. dba Project Cannabis Studio City, Defendant Resource Referral Services, Inc. dba
8 Project Cannabis Studio City, and Defendant PHC Facilities, Inc, dba Project Cannabis DTLA. On
9 information and belief, at all relevant times, Defendant Derek Watson has been an owner, director,
10 officer, or managing agent of Defendant Access Bryant SPC dba Project Cannabis, Defendant The
11 Wellness Earth Energy Dispensary, Inc. dba Project Cannabis Studio City, Defendant Resource
12 Referral Services, Inc. dba Project Cannabis Studio City, and Defendant PHC Facilities, Inc, dba
13 Project Cannabis DTLA.

14 13. DEFENDANT DAVID HART is, on information and belief, a California resident
15 and does business in California. Defendant David Hart is the Chief Executive Officer of Defendant
16 Access Bryant SPC dba Project Cannabis, Defendant The Wellness Earth Energy Dispensary, Inc.
17 dba Project Cannabis Studio City, Defendant Resource Referral Services, Inc. dba Project Cannabis
18 Studio City, and Defendant PHC Facilities, Inc, dba Project Cannabis DTLA. On information and
19 belief, at all relevant times, Defendant David Hart has been an owner, director, officer, or managing
20 agent of Defendant Access Bryant SPC dba Project Cannabis, Defendant The Wellness Earth
21 Energy Dispensary, Inc. dba Project Cannabis Studio City, Defendant Resource Referral Services,
22 Inc. dba Project Cannabis Studio City, and Defendant PHC Facilities, Inc, dba Project Cannabis
23 DTLA.

24 14. Defendant DOES 1-15 ("Defendant DOES") are persons and/or entities that at all
25 relevant times mentioned herein conducted and continue to conduct substantial and regular business
26 throughout California.

27 15. PLAINTIFF further alleges that each DEFENDANT is the alter ego of each other for
28 the following reasons:

- 1 a. Defendant Access Bryant SPC dba Project Cannabis, Defendant The Wellness Earth
2 Energy Dispensary, Inc. dba Project Cannabis Studio City, Defendant Resource
3 Referral Services, Inc. dba Project Cannabis Studio City, and Defendant PHC
4 Facilities, Inc, dba Project Cannabis DTLA utilize the same corporate officers,
5 including Secretary David Sirolly, Chief Financial Officer Derek Watson, and Chief
6 Executive Officer David Hart.
- 7 b. Defendant Access Bryant SPC dba Project Cannabis, Defendant The Wellness Earth
8 Energy Dispensary, Inc. dba Project Cannabis Studio City, Defendant Resource
9 Referral Services, Inc. dba Project Cannabis Studio City, and Defendant PHC
10 Facilities, Inc, dba Project Cannabis DTLA are identified as different locations
11 owned by Defendants on their locations page (<https://projcan.com/locations/>)
- 12 c. Defendants’ website states “Project Cannabis provides award winning service and
13 selections with pick-up available in Los Angeles (Studio City, NOHO) and San
14 Francisco (SOMA)” and invites customers to “experience Project Cannabis.”
15 (<https://projcan.com>).
- 16 d. Under information and belief, Defendant Access Bryant SPC dba Project Cannabis,
17 Defendant The Wellness Earth Energy Dispensary, Inc. dba Project Cannabis Studio
18 City, Defendant Resource Referral Services, Inc. dba Project Cannabis Studio City,
19 and Defendant PHC Facilities, Inc, dba Project Cannabis DTLA utilize the same
20 employment policies and practices that are replicated and implemented at each
21 location.

22 16. PLAINTIFF alleges that DEFENDANTS’ various separate corporate entities are
23 used by an individual or individuals, or by another corporation, to accomplish inequitable purposes,
24 including to limit liability for the unlawful acts of DEFENDANTS.

25 17. PLAINTIFF alleges that there is such a unity of interest and ownership between
26 DEFENDANTS’ various corporate entities that own DEFENDANTS’ retail operations and the
27 individual or individuals, or organization controlling those corporate entities that their separate
28 personalities no longer exist.

1 18. PLAINTIFF further alleges that the failure to disregard the various corporate entities
2 would promote injustice.

3 19. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
4 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
5 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
6 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
7 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
8 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
9 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
10 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
11 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
12 that proximately caused the injuries and damages hereinafter alleged.

13 20. DEFENDANTS own, operate, and/or manage a cannabis retail store in the State of
14 California including the Los Angeles and San Francisco areas.

15 21. DEFENDANTS employed PLAINTIFF between approximately August 2023 and
16 September 2024 as a Budtender paid on an hourly basis and entitled to tips. At all times,
17 DEFENDANTS paid PLAINTIFF as an hourly, non-exempt employee.

18 **III. PRIVATE ATTORNEYS GENERAL ACT AND LIABILITY**

19 22. PLAINTIFF brings the representative action on behalf of the State of California and
20 on behalf of himself and all hourly non-exempt individuals who are or previously were employed
21 by DEFENDANTS in California who suffered one or more Labor Code violations enumerated in
22 Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who worked for
23 DEFENDANTS between September 30, 2023, and the present (“PAGA PERIOD”).

24 23. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
25 § 2699(c) because he was employed by DEFENDANTS and suffered each of alleged Labor Code
26 violations committed by DEFENDANTS.

1 24. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
2 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
3 and the applicable Industrial Welfare Commission Wage Order.

4 25. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
5 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
6 2699(a).)

7 26. Section 558 of the California Labor Code provides that “any employer *or other*
8 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
9 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
10 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

11 27. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
12 acting either individually or as an officer, agent, or employee of another person, who pays or causes
13 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
14 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

15 28. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
16 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
17 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
18 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
19 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
20 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
21 Cal.App.4th 1112, 1145-1146.

22 29. Section 558.1 of the California Labor Code provides that “any employer *or other*
23 *person acting* on behalf of an employer, who violates, *or causes to be violated*, any provision
24 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
25 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802,
26 may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).) Section 558.1(b)
27 identifies the “other person acting on behalf of an employer” includes “owner, director, officer, or
28 managing agent” of the employer. (*Lab. Code* § 558.1(b).)

1 30. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
2 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
3 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
4 caused the complaints, injuries, and damages alleged herein.

5 31. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
6 each of them, are subject to liability for their failure to pay PLAINTIFF and other AGGRIEVED
7 EMPLOYEES the appropriate wages as complained of herein and proximately caused the
8 complaints, injuries, and damages alleged herein.

9 32. DEFENDANTS have been personally involved in the purported violations and/or
10 had sufficient participation in the employer, such that DEFENDANTS may be deemed to have
11 contributed to, and “caused” the labor code violations alleged.

12 33. At all relevant times, each DEFENDANT, whether named or fictitious, was the
13 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating
14 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
15 ratified the acts of the other.

16 34. Each DEFENDANT, whether named or fictitious, exercised control over
17 PLAINTIFF’S and other AGGRIEVED EMPLOYEES’ wages, working hours, and/or working
18 conditions.

19 35. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
20 this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or
21 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

22 **IV. JURISDICTION AND VENUE**

23 36. This Court has jurisdiction over this Action pursuant to the California Code of Civil
24 Procedure, Section 410.10.

25 37. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
27 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
28

1 this County, and (ii) committed the wrongful conduct herein alleged in this County against
2 PLAINTIFF.

3 **V. FACTUAL ALLEGATIONS**

4 **A. Rest Period Violations**

5 38. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
6 work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of
7 DEFENDANTS' policies and practices.

8 39. Further, for the same reasons PLAINTIFF and other AGGRIEVED EMPLOYEES
9 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
10 (2) to four (4) hours, these same employees were denied a first and second rest period of at least ten
11 (10) minutes for some shifts worked of between six (6) and eight (8) hours.

12 40. Specifically, DEFENDANTS regularly denied PLAINTIFF and other AGGRIEVED
13 EMPLOYEES their rest periods. DEFENDANTS had a practice to limit the total number of
14 employees scheduled to work during a given shift. As a result, DEFENDANTS' General Manager
15 was required to "break" PLAINTIFF and the other AGGRIEVED EMPLOYEES in order for these
16 employees to take their rest period. When it was time for PLAINTIFF and other AGGRIEVED
17 EMPLOYEES to take their rest period, DEFENDANTS' General Manager required these
18 employees to postpone or forfeit the rest period because he was unable to cover them because he
19 was either in a meeting, on a call, or had to finish his own workload during the time that was
20 scheduled to be PLAINTIFF and the other AGGRIEVED EMPLOYEES rest period.
21 DEFENDANTS' General Manager required and directed PLAINTIFF and other AGGRIEVED
22 EMPLOYEES to forfeit their rest periods to continue performing work.

23 41. On other occasions, DEFENDANTS' policies prohibiting budtenders to work
24 without a Shift Lead resulted in PLAINTIFF and other AGGRIEVED EMPLOYEES, who
25 performed work as Shift Leads, forfeiting their rest period in order to "break" the other employees.

26 42. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to either
27 postpone or skip their rest periods as result of the nature and constraints of their job duties,
28 DEFENDANTS' scheduling practices, and DEFENDANTS' policies and practices.

1 43. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
2 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
3 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

4 44. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
5 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
6 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
7 employee's regular rate of compensation for each workday the rest period is not provided. During
8 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
9 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
10 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
11 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
12 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
13 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

14 B. Meal Period Violations

15 45. DEFENDANTS require PLAINTIFF and other AGGRIEVED EMPLOYEES to
16 work during what is scheduled to be PLAINTIFF'S and other AGGRIEVED EMPLOYEES' off-
17 duty meal break due to the nature and constraints of their job duties, DEFENDANTS' scheduling
18 practices, DEFENDANTS' policies and practices. As a result, DEFENDANTS required
19 PLANITIFF and other AGGRIEVED EMPLOYEES to postpone and forfeit their meal periods.

20 46. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
21 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
22 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
23 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
24 employee's regular rate of compensation.

25 47. Specifically and similarly to rest periods, DEFENDANTS regularly denied
26 PLAINTIFF and other AGGRIEVED EMPLOYEES their scheduled meal periods. Despite
27 DEFENDANTS scheduling each employee's meal period, when it was time for PLAINTIFF and
28 other AGGRIEVED EMPLOYEES to start their meal period, there was often no other employee

1 available to relieve the employees or DEFENDANTS' General Manager required these employees
2 to postpone or forfeit the meal period because he directed these employees to continue performing
3 work. DEFENDANTS' General Manager was often unable to relieve PLAINTIFF and other
4 AGGRIEVED EMPLOYEES because he was either in a meeting, on a call, or had to finish his own
5 workload during the time that was scheduled to be PLAINTIFF and the other AGGRIEVED
6 EMPLOYEES meal period. DEFENDANTS' General Manager required and directed PLAINTIFF
7 and other AGGRIEVED EMPLOYEES to forfeit their meal periods to continue performing work.

8 48. On other occasions, DEFENDANTS' policy prohibiting budtenders to work without
9 a Shift Lead resulted in PLAINTIFF and other AGGRIEVED EMPLOYEES, who performed work
10 as Shift Leads, forfeiting their meal period in order to relieve the other employees.

11 49. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other
12 AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal breaks and were
13 not fully relieved of duty for their meal period. PLANITIFF and other AGGRIEVED EMPLOYEES
14 forfeited their meal periods without compensation at the applicable wage and rates. DEFENDANTS
15 had, and may continue to practice, a uniform policy to not pay PLANITIFF and other AGGRIEVED
16 EMPLOYEES meal premiums.

17 50. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
18 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
19 meal break. The nature of the work performed by PLAINTIFF and other AGGRIEVED
20 EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal period
21 exception. PLAINTIFF and other AGGRIEVED EMPLOYEES therefore forfeited meal breaks
22 without additional compensation and in accordance with DEFENDANTS' policies and practices.

23 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

24 51. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
25 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

26 52. DEFENDANTS regularly required PLAINTIFF and other AGGRIEVED
27 EMPLOYEES to come in before these employees' shifts but prohibited PLAINTIFF and other
28 AGGRIEVED EMPLOYEES from clocking-in for their shift. DEFENDANTS' Managers implied

1 to employees that if PLAINTIFF and other AGGRIEVED EMPLOYEES did not report to work or
2 tried to clock in for these hours, they would not receive additional shifts. DEFENDANTS refused
3 to compensate employees appropriate overtime wages.

4 53. Additionally, and specifically to PLAINTIFF, DEFENDANTS' Manager instructed
5 PLAINTIFF to contact other cannabis brands and cannabis vendors and try to get these brands in
6 the store or coordinate a deal. DEFENDANTS directed PLAINTIFF to communicate to these brands
7 on his work email and personal Instagram account. DEFENDANTS' Managers directed
8 PLAINTIFF to perform this work which was completed after his shifts and while he was off-the-
9 clock.

10 54. DEFENDANTS directed and directly benefited from the uncompensated off-the-
11 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

12 55. DEFENDANTS controlled the work schedules, duties, protocols, applications,
13 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

14 56. DEFENDANTS were able to track the amount of time PLAINTIFF and other
15 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
16 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
17 work they performed, including during off-the-clock work. From time-to-time this may have
18 included overtime wages.

19 57. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
20 subject to the requirements of the California Labor Code.

21 58. DEFENDANTS' policies and practices deprived PLAINTIFF and other
22 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
23 the off-the-clock work activities.

24 59. DEFENDANTS knew or should have known that PLAINTIFF and other
25 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

26 60. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
27 to them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent
28 while off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and

1 other AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

2 61. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
3 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
4 did not maintain accurate payroll and timekeeping records.

5 D. Violations for Untimely Payment of Wages

6 62. Pursuant to California Labor Code section 204, PLAINTIFF and other
7 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
8 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
9 all wages, including, but not limited to, overtime wages, minimum wages, meal period premium
10 wages, and rest period premium wages within permissible time period and on days designated in
11 advance by the employer as regular payday.

12 E. Failure to Reimburse

13 63. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
14 EMPLOYEES for use of their personal cell phone as a direct consequence of discharging work
15 duties.

16 64. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
17 text messaging to provide direction or work updates. DEFENDANTS failed to provide employees
18 with a designated work phone and failed to provide employees reimbursement for the cost of their
19 phone.

20 65. DEFENDANTS shifted the costs associated with running a business onto
21 PLAINTIFF and other AGGRIEVED EMPLOYEES.

22 F. Inaccurate Itemized Wage Statements

23 66. California Labor Code Section 226 requires an employer to furnish its employees an
24 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
25 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
26 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
27 employee and only the last four digits of the employee's social security number or an employee
28 identification number other than a social security number, (8) the name and address of the legal

1 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee.

3 67. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF
4 and other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums, were not paid
5 for all hours worked, did not accurately track all hours worked, or applicable hourly rates in effect,
6 DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with
7 complete and accurate wage statements. DEFENDANTS' paystubs failed to show, among other
8 things, the total hours worked and all applicable hourly rates in effect during the pay period and the
9 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments
10 or missed meal and rest periods.

11 68. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
12 and provide wage statements that comply with Cal. Lab. Code § 226.

13 69. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
14 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
15 from the wage statement alone the applicable hourly rate and the corresponding number of hours
16 worked at the applicable hourly rate for this remuneration.

17 70. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
18 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
19 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
20 due to clerical or inadvertent mistake.

21 G. Defendants Retaliation

22 71. Throughout PLAINTIFF'S employment, PLAINTIFF consistently complained to
23 DEFENDANTS about his inability to take meal and rest periods.

24 72. PLAINTIFF made these complaints verbally and in writing to DEFENDANTS
25 Human Resources department.

26 73. PLAINTIFF'S reporting of violations increased in approximately June 2024. Since
27 June 2024, PLAINTIFF attempted to report various wage and hour violations to DEFENDANTS'
28 Human Resources. Each time PLAINTIFF complained, DEFENDANTS assured him they were

1 resolving the issue but PLAINTIFF saw no difference in his working conditions.

2 74. On September 10, 2024, DEFENDANTS terminated PLAINTIFF under the pretext
3 of a customer interaction and accused PLAINTIFF of using a racial slur two weeks prior.
4 PLAINTIFF denied these allegations and asked for more details which DEFENDANTS were unable
5 to provide.

6 75. DEFENDANTS used this falsified incident as pretext to terminate PLAINTIFF after
7 he continued to report labor code violations.

8 **VI. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 For Failure to Provide Rest Periods

11 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

12 76. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
13 every allegation set forth above.

14 77. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
15 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
16 These laws and regulations further entitle employees to be paid one additional hour of pay at their
17 regular rate of compensation for each day of denied rest period.

18 78. PLAINTIFF was required to work in excess of four (4) hours without being provided
19 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest
20 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
21 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
22 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
23 lieu thereof.

24 79. As a result of the work schedules and staffing practices by DEFENDANTS,
25 PLAINTIFF was denied his proper rest periods by DEFENDANTS and DEFENDANTS' managers.

26 80. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
27 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
28 accordance with the applicable Wage Order, one additional hour of compensation at each

1 employee's regular rate of pay for each workday that rest period was not provided.

2 81. As a proximate result of the aforementioned violations, PLAINTIFF has been
3 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
4 penalties, expenses and costs of suit.

5 **SECOND CAUSE OF ACTION**

6 For Failure to Provide Meal Periods

7 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

8 82. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
9 every allegation set forth above.

10 83. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
11 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order.
12 These laws and regulations further entitle employees to be paid one additional hour of pay at their
13 regular rate of compensation for each day of the denied meal period.

14 84. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
15 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
16 performed by PLAINTIFF did not prevent this employee from being relieved of all of his duties for
17 the legally required off-duty meal periods. As a result of DEFENDANTS policies and practices,
18 PLAINTIFF was not fully relieved of duty by DEFENDANT for his meal periods.

19 85. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
20 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
21 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
22 employee's regular rate of pay for each workday that a meal period was not provided.

23 86. As a proximate result of the aforementioned violations, PLAINTIFF has been
24 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
25 penalties, expenses and costs of suit.

26 87. As a proximate result of the aforementioned violations, PLAINTIFF has been
27 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,
28 penalties, expenses and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 For Failure to Pay Minimum Wages
3 (Cal. Lab. Code § 1194, 1197& 1197.1, 218.5, 218.6)
4 (Plaintiff Against All DEFENDANTS)

5 88. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 89. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
8 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
9 failure to accurately calculate and pay minimum wages to PLAINTIFF.

10 90. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
12 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
13 the unpaid minimum wages according to proof at trial.

14 91. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
15 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
16 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
17 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
18 Lab. Code § 1197.

19 92. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
20 without limitation, as a result of implementing a uniform policy and practice that denied accurate
21 compensation to PLAINTIFF in regard to minimum wages.

22 93. In committing these violations of the California Labor Code, DEFENDANTS failed
23 to calculate the amount of time worked and consequently underpaid the actual time worked by
24 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
25 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
26 requirements and other applicable laws and regulations.

27 94. PLAINTIFF was paid less for time worked than he was entitled to, constituting a
28 failure to pay all earned wages.

95. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,

1 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
2 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which
3 are presently unknown to him, and which will be ascertained according to proof at trial.

4 96. DEFENDANTS knew or should have known that PLAINTIFF was under-
5 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
6 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
7 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
8 by refusing to pay PLAINTIFF the correct wages for their time worked.

9 97. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
10 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
11 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
12 due to PLAINTIFF.

13 98. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite
15 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
16 maliciously toward PLAINTIFF with a conscious disregard for his legal rights, or the consequences
17 to him, and with the intent of depriving him of his property and legal rights, and otherwise causing
18 him injury in order to increase company profits at the expense of this employee.

19 99. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
20 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
21 in a sum as provided by the California Labor Code and/or other applicable statutes.

22 100. To the extent minimum wage compensation is determined to be owed to
23 PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor
24 Code §§ 201 and/or 202, and therefore PLAINTIFF is also entitled to waiting time penalties under
25 Cal. Lab. Code § 203, which penalties are sought herein on behalf of the PLAINTIFF.
26 DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good faith. Further,
27 PLAINTIFF is entitled to seek and recover statutory costs.

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101. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

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1 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
2 § 1198 further states that the employment of an employee for longer hours than those fixed by the
3 Industrial Welfare Commission is unlawful.

4 107. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
5 to perform work for DEFENDANTS and was not paid for all the time worked, which from time-to-
6 time may have included overtime wages.

7 108. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
8 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of
9 implementing a uniform policy and practice that failed to accurately record overtime worked by
10 PLAINTIFF and denied accurate compensation to PLAINTIFF for overtime worked, including, the
11 overtime work performed in excess of eight (8) hours in a workday, and/or forty (40) hours in any
12 workweek.

13 109. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
14 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
15 requirements and other applicable laws and regulations.

16 110. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
17 PLAINTIFF did not receive the correct overtime compensation for his time worked for
18 DEFENDANTS.

19 111. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
20 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
21 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
22 agreement that would preclude the causes of action contained herein this Complaint.

23 112. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
24 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
25 and will continue to suffer an economic injury in amounts which are presently unknown to him, and
26 which will be ascertained according to proof at trial.

27 113. DEFENDANTS knew or should have known that PLAINTIFF was under
28 compensated for his time worked. DEFENDANTS systematically elected, either through intentional

malfeasance or gross nonfeasance, to not pay him for labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF the correct overtime wages for their overtime worked.

114. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF with a conscious of and utter disregard for his legal rights, or the consequences to him, and with the despicable intent of depriving him of his property and legal rights, and otherwise causing him injury in order to increase company profits at the expense of these employees.

115. Therefore, PLAINTIFF request recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes.

FIFTH CAUSE OF ACTION

For Failure To Pay Wages

(Cal. Lab. Code § 204, 210)

(Plaintiff Against All DEFENDANTS)

116. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

117. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

118. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS did not pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest premiums, on regularly established paydays.

119. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully refused to perform their obligations to compensate their employees for all wages earned.

120. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for

1 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
2 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
3 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
4 wages.

5 121. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
6 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
7 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
8 damage in amounts according to proof at trial.

9 **SIXTH CAUSE OF ACTION**

10 For Failure to Pay Wages Upon Termination

11 (Cal. Lab. Code § 201, 202, 203)

12 (Plaintiff Against All DEFENDANTS)

13 122. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
14 every allegation set forth above.

15 123. If an employer willfully fails to pay, without abatement or reduction, in accordance
16 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
17 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
18 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
19 Lab. Code § 203).

20 124. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
21 premiums due for missed meal breaks and missed rest breaks and DEFENDANTS have failed to
22 pay any penalty wages owed under California Labor Code section 203.

23 125. Additionally, the employment of PLAINTIFF was terminated, and DEFENDANTS
24 have not tendered payment of wages to this employee who was underpaid for minimum wage, and/or
25 missed meal and rest breaks, as required by law.

26 126. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
27 governing the wages of PLAINTIFF as described in the causes of action above.

28 127. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself whose
employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not

1 paying all wages due at time of termination and demand an accounting and payment of all wages
2 due, plus interest and statutory costs as allowed by law.

3 **SEVENTH CAUSE OF ACTION**

4 For Failure to Reimburse Business Expenses

(Cal. Lab. Code §§ 2802)

5 (Plaintiff Against ALL DEFENDANTS)

6 128. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
7 every allegation set forth above.

8 129. Pursuant to California Labor Code section 2802, DEFENDANTS are required to
9 indemnify PLAINTIFF for the expenses and losses incurred during the performance of his job
10 duties. The purpose of this statute is to prevent employers from passing their operating expenses on
11 to their employees.

12 130. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
13 use personal cell phones to discharge work duties but failed to reimburse PLAINTIFF for the use or
14 cost of their cell phones.

15 131. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
16 PLAINTIFF for necessary business expenditures for use of his personal cell phone.

17 132. DEFENDANTS sought to pay their own pockets at the expense of their employees,
18 and instead of compensating their employees for the necessary business costs, the employer passed
19 on its costs to its employees.

20 133. DEFENDANTS intentionally failed to reimburse its employees for the actual
21 expenses incurred and thereby increased its own profits to the detriment of its employees.

22 134. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
23 reasonable attorneys' fees, and costs, and statutory and civil penalties as provided by the Labor Code
24 in an amount to be proven.

25 135. Interest accrues from the date the employee incurred the necessary expenditure or
26 loss.

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1 **EIGHTH CAUSE OF ACTION**

2 For Failure to Provide Accurate, Itemized Wage Statements

3 (Cal. Lab. Code §§ 226; 226.3; 1174.5)

4 (Plaintiff Against All DEFENDANTS)

5 136. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

6 137. Labor Code section 226 requires defendants to provide employees an accurate
7 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
8 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
9 inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her
10 or his social security number, (8) the name and address of the legal entity that is the employer, and
11 (9) all applicable hourly rates in effect and the corresponding number of hours worked

12 138. DEFENDANTS did not accurately record PLAINTIFF'S time worked, wage, and
13 missed meal and rest breaks. DEFENDANTS failed to provide an accurate wage statement in
14 writing that properly and accurately itemizes all wages, missed meal and rest periods, applicable
15 hourly wages in effect, and reporting time wages owed to PLAINTIFF and thereby also failed to set
16 forth the correct wages earned by the employees.

17 139. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
18 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

19 140. By failing to keep adequate records, as required by Labor Code sections 226 and
20 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the
21 minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

22 141. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
23 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

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- 1 b. For failing to compensate employees who were not provided a meal period in
2 violation of Labor Code Section 226.7 and 512; and
- 3 c. For failing to pay all minimum wages, in violation of Labor Code sections 1194,
4 1197, 1197.1, 218.5, and 218.6;
- 5 d. For failing to provide employees who worked more than eight (8) hours per workday
6 and more than forty (40) hours per workweek additional compensation beyond their
7 regular wages in violation of Labor Code Section 510, 558, 1194, and 1198.
- 8 e. For failing to pay all earned wages, in violation of Labor Code sections 204 and 210;
- 9 f. For failing to pay wages upon termination, in violation of Labor Code sections 201,
10 202, and 203;
- 11 g. For failing to reimburse employees for business-related expenses in violation of
12 Labor Code section 2802;
- 13 h. For failing to maintain for and provide accurate, itemized wage statements required
14 by Labor Code Section 226, 226.3, 1174.5;
- 15 i. For failing to maintain accurate records in violation of Labor Code Section 1174.5.

16 149. The above-referenced civil penalties shall include the recovery of amounts specified
17 in the applicable sections of the Labor Code, and if not specifically provided, those under section
18 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R.
19 section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
20 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2699, subdivisions (a) and (f).

21 150. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
22 consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's
23 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
24 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
25 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

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1 **DEMAND FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
3 severally, as follows:

4 1. On behalf of the PLAINTIFF:

5 A. Compensatory damages, according to proof at trial, including unpaid wages, due to
6 PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

7 B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
8 applicable IWC Wage Order;

9 C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until
10 paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

11 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
12 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
13 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
14 an award of costs for violation of Cal. Lab. Code § 226.

15 E. One hundred dollars (\$100) for the initial pay period in which Defendants
16 intentionally failed to pay minimum wages per employee per pay period and two hundred fifty
17 dollars (\$250) per employee per pay period for each violation in a subsequent pay period for
18 violation of Cal. Lab. Code § 1197 and 1197.1

19 F. The amount of the expenses PLAINTIFFS incurred in the course of his job duties,
20 plus interest, and costs of suit.

21 G. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

22 H. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
23 unpaid minimum wages according to proof at trial;

24 I. Civil penalties according to proof as provided by State Bill 497 for Defendants'
25 violation of Cal. Lab. Code § 98.6;

26 2. On Behalf of the State of California and with respect to Plaintiff and all AGGRIEVED
27 EMPLOYEES

28 A. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys

1 General Act of 2004;

2 3. On all claims:

- 3 A. An award of interest, including prejudgment interest at the legal rate;
- 4 B. Such other and further relief as the Court deems just and equitable; and
- 5 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

6 DATED: December 12, 2024

Respectfully submitted,

7 **EMRAN LAW**

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10 By: Harris Emran

11 Harris Emran

12 Attorney for PLAINTIFF and OTHER

13 AGGRIEVED EMPLOYEES

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: December 12, 2024

EMRAN LAW

By: Harris Emran
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES