

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JACOBO CHAVEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JACOBO CHAVEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JACOBO CHAVEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CVRI2405376

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

- (1) **FAILURE TO PROVIDE MEAL PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (2) **FAILURE TO AUTHORIZE AND PERMIT
REST PERIODS (LABOR CODE §§ 226.7,
516);**
- (3) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**
- (4) **FAILURE TO INDEMNIFY ALL
NECESSARY BUSINESS EXPENDITURES
(LABOR CODE § 2802);**
- (5) **UNFAIR COMPETITION (BUS & PROF
CODE § 17200 *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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1 Plaintiff Jacobo Chavez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 Burrtec Waste Industries, Inc., a California corporation, and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et. seq.*, Labor Code §§ 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq.*, 2802, and
9 Industrial Welfare Commission Wage Order 4 (the “Wage Order 4”), in addition to seeking
10 declaratory relief and restitution. This FAC is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Riverside. Defendants own, maintain offices, transact business, have agent(s) within
17 the County of Riverside, and/or otherwise are found within the County of Riverside, and
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was a California resident. During the four years immediately preceding the filing of the
22 lawsuit in this action and within the statute of limitations periods applicable to each cause of
23 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
24 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
25 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 226 *et seq.*,
26 226.7, 512, 516, 558, 2698 *et seq.*, 2802; California Business and Professions Code § 17200 *et*
27 *seq.* (“Unfair Competition Law” or “UCL”); and Wage Order 4, which sets employment standards

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1 for professional, technical, clerical, mechanical, and similar occupational industries, which
2 includes the industry in which Plaintiff worked for Defendants.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
5 continue to do) business as a waste management company. Defendants employed Plaintiff and
6 other, similarly-situated non-exempt employees within Riverside County and the state of
7 California and, therefore, were (and are) doing business in Riverside County and the State of
8 California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
13 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
16 unlawful employment practices, wrongs, injuries and damages complained of herein.

17 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

19 7. At all times herein mentioned, each of said Defendants participated in the doing
20 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
23 were acting within the course and scope of said agency and employment. Defendants, and each
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
25 omissions complained of herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since
5 about December 2017. During his employment with Defendants, Plaintiff has held the job title
6 of Mechanic Helper. His duties include, without limitation, making hoses for equipment,
7 changing tires, performing oil changes, and generally working on machinery.

8 10. During his employment with Defendants, Plaintiff was generally scheduled to
9 work Tuesday through Saturday from about 5:00 a.m. to about 3:30 p.m. Defendants require
10 Plaintiff to clock in and out each day by swiping an assigned card or typing the card number into
11 a digital timeclock.

12 11. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
13 all legally required meal periods due to Defendants' meal period policies and practices, which
14 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and
15 fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hours in violation
16 of California law. As a result of the work demands imposed by Defendants, Defendants often
17 provided meal periods that were either late, short, or failed to provide a required meal period
18 altogether.

19 12. Although Plaintiff was not provided with all legally-compliant meal periods to
20 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
21 premium for each workday in which he experienced a meal period violation as mandated by Labor
22 Code § 226.7.

23 13. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not
24 authorized and permitted to take legally required rest periods due to Defendants' unlawful rest
25 period policies and practices. Defendants' rest period policies and practices fail to authorize and
26 permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically,
27 Defendants required employees to be back at their workstations and ready to recommence within
28 10 minutes of initiating their break. As such, Defendants had a policy and/or practice of requiring

1 Plaintiff and their other non-exempt employees to return from their rest periods before the full 10
2 minutes had elapsed and be at their workstations ready to recommence work. Further, the resting
3 facility/area was several minutes from the working area, thus cutting further into Plaintiff's rest
4 period. As a result, Plaintiff and other non-exempt employees were not authorized and permitted
5 to take rest breaks of at least net ten minutes in violation of California law.

6 14. On those occasions when Plaintiff was not authorized and permitted to take all
7 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
8 with the required rest period premium for each workday in which he experienced a rest period
9 violation as mandated by Labor Code § 226.7.

10 15. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
11 necessary business expenses incurred during the relevant time period. Specifically, Defendants
12 required Plaintiff to use his personal cellular phone for business purposes. Accordingly, despite
13 Plaintiff and the other non-exempt employees being required to use their personal cellular phones,
14 Defendants did not reimburse Plaintiff or other non-exempt employees for all necessary
15 expenditures or losses incurred by the employee in direct consequence of the discharge of their
16 duties, or of their obedience to the directions of the employer in violation of California law.

17 16. As a result of Defendants' failure to pay meal period premium wages and rest
18 period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate
19 wage statements to Plaintiff. Furthermore, Defendants issued non-compliant wage statements to
20 Plaintiff and other non-exempt employees by failing to include all information required by
21 California law, including, but not limited to, gross wages earned.

22 **CLASS ACTION ALLEGATIONS**

23 17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
24 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 25 a. The Meal Period Class consists of all of Defendants' current and former non-
26 exempt employees who worked at least one shift in excess of 5.0 hours, during the
27 four years immediately preceding the filing of the lawsuit through the present.
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b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.

c. The Wage Statement Class consists of all members of the: (i) Meal Period Class; (ii) Rest Period Class; and/or all of Defendants' current and former employees who received a wage statement from Defendants during the one year immediately preceding the filing of the lawsuit through the present.

d. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phone in connection with the discharge of their work duties, during the four years immediately preceding the filing of the lawsuit through the present;

e. The UCL Class consists of members of (i) Meal Period Class, (ii) Rest Period; (iii) Wage Statement Class; and/or (iv) Reimbursement Class during the four years immediately preceding the filing of the lawsuit through the present.

18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred fifty (150) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants provided all legally compliant meal periods to members of

the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

- ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iii. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code § 2802;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform meal and rest period policies/practices and business expense reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal periods or not authorized or permitted to take compliant rest periods, was not reimbursed for necessary business expenditures, and was not provided accurate, itemized wage statements.

23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of

1 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
2 and-hour class actions in state and federal courts in the past and are committed to vigorously
3 prosecuting this action on behalf of the members of the Classes.

4 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and standards in
6 California. These laws and labor standards protect the average working employee from
7 exploitation by employers who have the responsibility to follow the laws and who may seek to
8 take advantage of superior economic and bargaining power in setting onerous terms and
9 conditions of employment. The nature of this action and the format of laws available to Plaintiff
10 and members of the Classes make the class action format a particularly efficient and appropriate
11 procedure to redress the violations alleged herein. If each employee were required to file an
12 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
13 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
14 their vastly superior financial and legal resources. Moreover, requiring each member of the
15 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
16 employees who would be disinclined to file an action against their former and/or current employer
17 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
18 employment. Further, the prosecution of separate actions by the individual class members, even
19 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
20 with respect to the individual class members against Defendants herein; and which would
21 establish potentially incompatible standards of conduct for Defendants; and/or legal
22 determinations with respect to individual class members which would, as a practical matter, be
23 dispositive of the interest of the other class members not parties to adjudications or which would
24 substantially impair or impede the ability of the class members to protect their interests. Further,
25 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
26 individual prosecution considering all of the concomitant costs and expenses attending thereto.
27 As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the
28 Code of Civil Procedure.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(AGAINST ALL DEFENDANTS)**

4 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
8 in accordance with the mandates of the California Labor Code and the Wage Order 4, § 11.
9 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and
10 members of the Meal Period Class at their respective regular rates of pay, in accordance with
11 California Labor Code §§ 204, 210, 226.7, and 512.

12 27. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 4, including
14 interest thereon, statutory penalties, civil penalties, and costs of suit.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

17 **(AGAINST ALL DEFENDANTS)**

18 28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 29. The Wage Order 4, Section 12 and California Labor Code §§ 226.7, 516 and 558
20 establish the right of employees to be authorized and permitted to take a paid rest period of at
21 least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

22 30. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
23 of the Rest Period Class to take all required rest periods.

24 31. The foregoing violations create an entitlement to recovery by Plaintiff and
25 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
26 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
27 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

3 **(AGAINST ALL DEFENDANTS)**

4 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with complete and accurate wage statements with
8 respect to total gross wages earned, total net wages earned, meal and rest period premium wages
9 owed, all in violation of Labor Code § 226 *et seq.*

10 34. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
11 Class with complete and accurate itemized wage statements resulted in actual injury, as said
12 failures led to, among other things, meal and rest period premium wages, and deprived them of
13 the information necessary to identify the discrepancies in Defendants' reported data.

14 35. Defendants' failures create an entitlement to recovery by Plaintiff and members of
15 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
16 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
17 costs of suit according to California Labor Code § 226 *et seq.*

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**

20 **(AGAINST ALL DEFENDANTS)**

21 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 37. This cause of action is brought pursuant to Labor Code § 2802, which requires an
23 employer to "indemnify his or her employees for all necessary expenditures or losses incurred by
24 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
25 to the directions of the employer."

26 38. As alleged herein, and due to their unlawful reimbursement policies and/or
27 practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class
28 all of their necessary business expenses, including, among other things, expenses related to use

1 of their personal cellular phones.

2 39. As a proximate result of Defendants' failure to indemnify Plaintiff and the
3 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff
4 and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of
5 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code
6 § 2802.

7 **FIFTH CAUSE OF ACTION**
8 **UNFAIR COMPETITION**
9 **(AGAINST ALL DEFENDANTS)**

10 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 41. Defendants have engaged and continue to engage in unfair and/or unlawful
12 business practices in California in violation of California Business and Professions Code § 17200
13 *et seq.*, by failing to provide all required meal periods and failing to authorize and permit all
14 required rest periods, failing to pay meal and rest period premium wage payments, and failing to
15 reimburse all necessary business expenditures.

16 42. Defendants' utilization of these unfair and/or unlawful business practices deprived
17 Plaintiff and continues to deprive members of the Classes of compensation to which they are
18 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
19 over Defendants' competitors who have been and/or are currently employing workers and
20 attempting to do so in honest compliance with applicable wage and hour laws.

21 43. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
22 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
23 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
24 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

25 44. The acts complained of herein occurred within the last four years immediately
26 preceding the filing of the lawsuit in this action.

27 45. Plaintiff was compelled to retain the services of counsel to file this court action to
28 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf

1 of Defendants' current non-exempt employees, and to enforce important rights affecting the
2 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
3 which he is entitled to recover under Code of Civil Procedure § 1021.5.

4 **SIXTH CAUSE OF ACTION**

5 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

6 **(AGAINST ALL DEFENDANTS)**

7 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 47. Defendants have committed several Labor Code violations against Plaintiff and
9 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
10 Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this
11 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
12 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
13 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
14 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
15 (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per
16 pay period for those violations of the Labor Code for which no civil penalty is specifically
17 provided, based on the following Labor Code violations:

- 18 a. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide
19 all legally required meal periods and failing to pay meal period premiums to
20 Plaintiff and other aggrieved employees;
- 21 b. Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide
22 all legally required rest periods and failing to pay rest period premiums to
23 Plaintiff and other aggrieved employees;
- 24 c. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other
25 aggrieved employees with accurate and compliant itemized wage statements;
26 and
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1 d. Defendant violated Labor Code §2802 by failing to reimburse Plaintiff and
2 other aggrieved employees for all necessary business expenditures incurred
3 in the discharge of their duties.

4 48. On September 19, 2024, Plaintiff notified Defendants via certified mail, and the
5 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
6 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
7 under California Labor Code § 2698 et seq. with respect to violations of the California Labor
8 Code identified in Paragraph 47 (a)-(d). Attached hereto as **Exhibit 1** is a true and correct copy
9 of the September 19, 2024, correspondence. Now that sixty-five days have passed from Plaintiff
10 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements
11 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
12 violations.

13 49. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect his interests and the interests of other aggrieved employees, and to assess and collect the
15 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
16 he is entitled to recover under California Labor Code § 2699(g).

17 **PRAYER**

18 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
19 this suit is brought against Defendants, as follows:

- 20 1. For an order certifying the proposed Classes;
- 21 2. For an order appointing Plaintiff as representative of the Classes;
- 22 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 23 4. Upon the First Cause of Action, for compensatory, consequential, general and
24 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 25 5. Upon the Second Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 27 6. Upon the Third Cause of Action, for statutory wage statement penalties pursuant
28 to Labor Code § 226 et seq.;

1 7. Upon the Fourth Cause of Action, for compensatory and special damages
2 according to proof pursuant to Labor Code § 2802;

3 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
4 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
5 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
6 *seq.*;

7 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
8 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
9 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
10 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
11 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
12 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
13 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
14 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
15 per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to
16 Labor Code § 226.8(b) and (c); and/or (5) \$100.00 for each initial violation and \$200.00 for each
17 subsequent violation per employee per pay period for those violations of the Labor Code for
18 which no civil penalty is specifically provided, based on the Labor Code violations cited in
19 Paragraph 47 (a)-(d) above.

20 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
21 Code § 218.6 and Civil Code §§ 3287 and 3289;

22 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
23 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

24 12. For such other and further relief the Court may deem just and proper.

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1 Dated: November 25, 2024

Respectfully submitted,
LIDMAN LAW, APC

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3 By: Tiara Gose-Hardy
4 Scott M. Lidman
5 Milan Moore
6 Tiara Gose-Hardy

7 Attorneys for Plaintiff
8 JACOBO CHAVEZ

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

11 Dated: November 25, 2024

Respectfully submitted,
LIDMAN LAW, APC

12
13 By: Tiara Gose-Hardy
14 Scott M. Lidman
15 Milan Moore
16 Tiara Gose-Hardy

17 Attorneys for Plaintiff
18 JACOBO CHAVEZ