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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

IZAIAH VASQUEZ, on behalf of himself and
all others similarly situated;

Plaintiff,

vs.

IMG CORPORATIONS; and DOES 1 through
100, inclusive;

Defendants.

Case No. 24CV104427

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

- 1. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 2. FAILURE TO PAY EARNED
WAGES (LABOR CODE §§ 204, 210,
221-223);**
- 3. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 4. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- 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**

1 Plaintiff Izaiah Vasquez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, hereby brings this Class and Representative Action Complaint against IMG
4 Corporations and Does 1 through 100, inclusive (collectively, “Defendants”), and on information
5 and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, hereby brings
9 this class action for recovery of unpaid wages and penalties under California Business and
10 Professions Code section 17200, *et. seq.*; and Labor Code sections 201-203, 221-223, 226, 245 *et*
11 *seq.*, 2802, 2804, 2698 *et seq.*; in addition to seeking declaratory relief and restitution. This class
12 action is brought pursuant to California Code of Civil Procedure section 382. This Court has
13 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
14 controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in Alameda County. Defendants own, maintain offices, transact business, have an agent
19 or agents within Alameda County, and/or otherwise are found within Alameda County, and
20 Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
24 the filing of this action and within the statute of limitations periods applicable to each cause of
25 action pled herein, Plaintiff was employed by Defendants, although Defendants misclassified him
26 and other Class members as independent contractors. Plaintiff was, and is, a victim of Defendants’
27 policies and/or practices complained of herein, lost money and/or property, and has been deprived
28 of the rights guaranteed by California Labor Code §§ 201-203, 221-223, 226, 245, *et seq.*, 2802,

2804, 2698 *et seq.*; and California Business & Professions Code § 17200, *et seq.* (Unfair Competition).

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants are a company that provide various business and consumer services, including but not limited to sales services, to their customers, and that they employed Plaintiff and other similarly situated employees within Alameda County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 18).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was hired by Defendants in approximately May of 2023 as an Account Executive. Plaintiff later was promoted to other roles including Corporate Trainer and Executive Team Leader. Plaintiff's employment with Defendants ended in or about September 2024. Although Plaintiff should have been classified as an employee, as his tasks and responsibilities were clearly under the direct control and supervision of Defendants, Defendants misclassified Plaintiff as an independent contractor throughout his employment. On information and belief, Defendants have employed many other workers during the relevant time period, including those in positions similar to Plaintiff's as well as other positions such as office staff, who likewise have been misclassified by Defendants as independent contractors.

10. Defendants knew, or reasonably should have known, that Plaintiff and their other workers were employees, but Defendants willfully misclassified them as independent contractors. Specifically, Defendants are a company that, amongst other things, provides business and consumer services, including but not limited to sales services, to their customers. Plaintiff and other Class members provide, promote, or sell those services to customers. In Plaintiff's case, for example, he promoted alternative power providers such as StateWise or Summit Energy to consumers. Plaintiff and other Class members also provide other services (such as training or recruiting) to Defendants that are within the usual course and scope of Defendants' business, and perform those duties under Defendants' direct supervision and control. *See Dynamex Operations West v. Superior Court*, 4 Cal.5th 903, 916-17 (2018) ("Under this [ABC] test, a worker is properly considered an independent contractor to whom a wage order does not apply only if the hiring entity establishes: (A) that the worker is free from the control and direction of the hirer in connection with the performance of the work, . . . [and] (B) that the worker performs work that is outside the usual course of the hiring entity's business...").

11. Even under the *Borello* test, Plaintiff and other Class members were misclassified because, among other things, their work was directly and significantly controlled by Defendants and Defendants retained the right to control their work and to terminate them at will.

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1 12. In addition to willfully misclassifying Plaintiff and other employees as
2 independent contractors, Defendants have failed to provide Plaintiff or other employees with
3 compliant wage statements, in violation of Labor Code § 226. Instead, Defendants would pay
4 their employees, including Plaintiff, without providing any accompanying wage statement and/or
5 without providing a wage statement that complied with Section 226.

6 13. Defendants have also failed to reimburse Plaintiff and other employees for
7 expenses they incurred in the course of their employment. Specifically, Defendants required
8 Plaintiff and other employees to use their personal cellphones for a variety of work-related tasks,
9 including communicating with management and other team members using messaging apps, as
10 well as signing up customers using iSign or similar app.

11 14. Despite requiring Plaintiff and other employees to use their personal property for
12 work-related purposes, Defendants have failed to reimburse them for any portion of their personal
13 expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,
14 Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and
15 *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must
16 reimburse employees for "reasonable percentage" of their cell phone bills if they are required to
17 use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

18 15. Plaintiff also was not paid all commissions that were due to him. Specifically,
19 Defendants failed to pay Plaintiff certain commissions that were due to him towards the end of
20 his employment. On information and belief, other employees of Defendants were likewise not
21 paid all commissions due to them during the putative class period.

22 16. As a result of Defendants' failure to pay all wages due to Plaintiff and other former
23 employees, Defendants failed to pay all wages due to separating employees at termination, in
24 violation of Labor Code §§ 201-202.

25 17. In addition, and as a result of misclassifying their workforce as independent
26 contractors, Defendants failed to provide any sick pay to Plaintiff or their other employees, as
27 required by Labor Code § 245 *et seq.*

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1 **CLASS ACTION ALLEGATIONS**

2 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
3 following Classes pursuant to Section 382 of the Code of Civil Procedure:

4 a. The Wage Statement Class consists of all of Defendants' workers in California
5 who were classified by Defendants as independent contractors, at any time from one year
6 prior to the filing of this action to the present.

7 b. The Expense Reimbursement Class consists of all of Defendants' workers in
8 California who were classified by Defendants as independent contractors, and who were
9 required to use their personal property, including but not limited to personal cellular
10 phones, for work-related purposes, at any time from four years prior to the filing of this
11 action through the present.

12 c. The Unpaid Commissions Class consists of all of Defendants' workers in
13 California who were classified by Defendants as independent contractors, and who were
14 not paid all commissions due to them, at any time from four years prior to the filing of this
15 action to the present.

16 d. The Waiting Time Class consists of all members of the Unpaid Commissions Class
17 whose employment with Defendants ended at any time from three years immediately
18 preceding the filing of this action through the present.

19 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
20 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
21 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
22 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
23 Defendants' employment and other business records.

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

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- i. Whether Defendants misclassified Class members as independent contractors;
- ii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iii. Whether Defendants paid all commissions due to members of the Unpaid Commissions Class; and
- iv. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

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' timekeeping, overtime, wage statement, meal period, rest period, expense reimbursement, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action, and was misclassified by Defendants as an independent contractor. As alleged herein, Plaintiff, like the members of the Classes, was not furnished with accurate itemized wage statements and was not reimbursed for all expenses he incurred in carrying out his job duties for Defendants.

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

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

21 **FIRST CAUSE OF ACTION**

22 **WAGE STATEMENT VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

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

25 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
27 and the Wage Statement Class with accurate and complete itemized wage statements that included
28 the information required by Labor Code § 226(a).

27. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-receipt of wage statements and/or the non-payment of all their wages due.

28. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SECOND CAUSE OF ACTION

FAILURE TO PAY EARNED WAGES

(AGAINST ALL DEFENDANTS)

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

30. Labor Code §§ 204 and 221-223 establish employees' right to be paid all wages owed to them, prohibit employers from making deductions from earned wages and from secretly paying a lower wage than that agreed upon, and establish pay dates on which employers must pay all wages owed. Labor Code § 223 requires that no employee shall be paid a wage lower than the wage any employer is purported to be paying as designated by statute or contract. Labor Code § 221 prohibits an employer from making deductions from wages (including but not limited to commission wages) that have been earned by an employee.

31. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Unpaid Commissions Class for all commissions earned.

32. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Unpaid Commissions Class have sustained economic damages, including but not limited to unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code.

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1 33. Defendants' practice and uniform administration of corporate policy regarding
2 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
3 the Unpaid Commissions Class in a civil action for the unpaid amount of unpaid wages, interest
4 thereon, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 210,
5 218.5, 218.6, 223, 558, and Code of Civil Procedure § 1021.5.

6 **THIRD CAUSE OF ACTION**

7 **WAITING TIME PENALTIES**

8 **(AGAINST ALL DEFENDANTS)**

9 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 35. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
11 an employer to pay all wages immediately at the time of separation of employment in the event
12 the employer discharges the employee, or the employee provides at least 72 hours of notice of
13 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
14 to quit, said employee's wages become due and payable not later than 72 hours upon said
15 employee's last date of employment.

16 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
18 at their separation from employment, including (but not limited to) unpaid commission wages.

19 37. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
21 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
22 to the requirements of Labor Code §§ 201-203.

23 38. Defendants' failure to pay all final wages was willful within the meaning of Labor
24 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
25 Time Class their earned wages upon separation from employment results in a continued payment
26 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
27 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
28 attorneys' fees and costs of suit.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 40. At all relevant times, Defendants were subject to Labor Code § 2802, which states
6 that “an employer shall indemnify his or her employees for all necessary expenditures or losses
7 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
8 her obedience to the directions of the employer.”

9 41. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
10 “any contract or agreement, express or implied, made by any employee to waive the benefits of
11 this article or any part thereof, is null and void, and this article shall not deprive any employee or
12 his personal representative of any right or remedy to which he is entitled under the laws of this
13 State.”

14 42. Due to Defendants’ unlawful policy and practice of requiring employees to use
15 their personal property, including but not limited to personal cell phones, for work purposes, and
16 their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants
17 have violated Labor Code § 2802.

18 43. As a proximate result of Defendants’ policies and/or practices in violation of Labor
19 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
20 suffered damages in sums, which will be shown according to proof.

21 44. Plaintiff and members of the Expense Reimbursement Class are entitled to
22 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

23 45. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
24 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
25 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
26 accrue from the date on which they incurred the initial necessary expenditure.

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1 **FIFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 47. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to
7 furnish accurate and complete itemized wage statements, failing to reimburse business expenses,
8 failing to pay all earned commissions, and failing to pay all earned wages at separation of
9 employment.

10 48. Defendants' utilization of these unfair and/or unlawful business practices has
11 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
12 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants' competitors who have been and/or are currently employing workers and attempting
14 to do so in honest compliance with applicable wage and hour laws.

15 49. Because Plaintiff is a victims of Defendants' unfair and/or unlawful conduct
16 alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seek full
17 restitution of monies as necessary and according to proof, to restore all monies withheld, acquired,
18 and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

19 50. The acts complained of herein occurred within the four years immediately
20 preceding the filing of this action.

21 51. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
23 of Defendants' current non-exempt employees, and to enforce important rights affecting the
24 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
25 which he is entitled to recover under Code of Civil Procedure § 1021.5.

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1 **SIXTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

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

5 53. Defendants have committed several Labor Code violations against Plaintiff and
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor
7 Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings
8 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
10 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
11 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
13 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
14 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
15 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
16 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and
17 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay
18 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
19 employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the following Labor Code violations:

- 21 a. Willfully misclassifying Plaintiff and other aggrieved employees as
22 independent contractors, in violation of Labor Code § 226.8;
- 23 b. Failing to pay all wages owed to Plaintiff and other aggrieved employees, in
24 violation of Labor Code §§ 221-223;
- 25 c. Failing to pay all wages owed to Plaintiff and other formerly employed
26 aggrieved employees at the termination of employment, in violation of Labor
27 Code §§ 201-203;

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- d. Failing to furnish accurate itemized wage statements to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226 and 1198;
- e. Failing to reimburse or indemnify Plaintiff and other aggrieved employees for expenses incurred while carrying out their duties for Defendants, in violation of Labor Code §§ 2802 and 2804;
- f. Failing to offer or provide sick pay to Plaintiff and other aggrieved employees, in violation of Labor Code § 245 et seq. (including but not limited to Labor Code § 246);
- g. Failing to maintain accurate payroll and timekeeping records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

54. On or about December 26, 2024, Plaintiff notified Defendant IMG Corporations, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698 et seq. (“PAGA”) with respect to the violations of the Labor Code identified in paragraph 53 (a)-(g) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations. As noted in Plaintiff’s notice letter, the “aggrieved employees” Plaintiff seeks to represent in his PAGA action are all individuals who have performed work for Defendants in California and were classified by Defendants as independent contractors, at any time from one year immediately preceding the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

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

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1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

6. Upon the Third Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

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

15
First Amended Class and Representative Action Complaint

those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

10. Prejudgment interest on all due and unpaid wages and other damages pursuant to Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other applicable statutes; and

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

Date: March 3, 2025

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Date: March 3, 2025

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiff