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Superior Court of California,
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Clerk of the Superior Court
By I. Quirarte ,Deputy Clerk

10 Attorneys for ANTONIO RODRIGUEZ, on behalf of himself,
11 all others similarly situated, and on behalf of the general public

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF SAN DIEGO**

14 ANTONIO RODRIGUEZ on behalf of
15 himself, all others similarly situated,
16 and on behalf of the general public,

17 Plaintiffs,

18 v.

19 EXTREME TRANSPORTATION,
20 INC.; and DOES 1-100,

21 Defendants.

Case No. 24CU026148C

**PLAINTIFF ANTONIO RODRIGUEZ'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

1. **Violation of the PAGA for Failure to Pay All Wages Owed; and**
2. **Violation of PAGA for Failure to Pay Wages Due at Termination of Employment.**

DEMAND FOR JURY TRIAL

1 Plaintiff ANTONIO RODRIGUEZ (hereinafter referred to as “Plaintiff”), on behalf himself
2 and all other drivers and/or other workers with similar job designations and titles (hereinafter referred
3 to as the “Aggrieved Employees”), files this Complaint against Defendant EXTREME
4 TRANSPORTATION, INC. (hereinafter referred to as “Defendant” or “EXTREME
5 TRANSPORTATION”) and/or DOES 1-100.

6 **I. INTRODUCTION**

7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et
9 seq., against Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to
10 bring a lawsuit on behalf of himself and other current and former employees to address an
11 employer’s violations of the *California Labor Code*.

12 2. Defendant EXTREME TRANSPORTATION and/or DOES are a a vehicle transportation
13 company.

14 3. Defendant EXTREME TRANSPORTATION and/or DOES employ non-exempt drivers to
15 transport vehicles.

16 4. Defendant EXTREME TRANSPORTATION and/or DOES pay drivers on a flat rate
17 basis.

18 5. Defendant and/or DOES have maintained uniform policies that violate the wage and hour
19 rights of Plaintiff and similarly situated non-exempt drivers and/or other workers with similar
20 job designations and titles who are presently or formerly employed by EXTREME
21 TRANSPORTATION and/or DOES and/or their subsidiaries or affiliated companies and/or
22 predecessors within the State of California in the manner complained of herein.

23 6. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of Defendant
24 and/or DOES who: were not paid compensation for all time worked and were not paid waiting
25 time penalties. Plaintiff seeks penalties on behalf of himself and all other Aggrieved
26 Employees of Defendant and/or DOES as provided herein. This Complaint also seeks
27 attorneys’ fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

28 7. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified

as “exempt” or primarily employed in an executive, professional, or administrative capacity. Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid compensation for all time worked and paid penalties for not being paid timely at the time of termination.

8. At all times mentioned herein, Defendant and/or DOES controlled the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding paying all wages owed and paying compensation at time of termination. Further, Defendant and/or DOES had the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

9. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the Aggrieved Employees, were employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).
10. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operate industrial facilities, employ hourly employees, conduct business, and commit *California Labor Code* violations within San Diego County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within San Diego County. Defendant and/or DOES employ numerous aggrieved employees in California and/or San Diego County.

11. Plaintiff brings this action on behalf of himself and the Aggrieved Employees of Defendant and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of his intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

12. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, *IWC Wage Orders*, *Code of Civil Procedure*, and *Civil Code*.

13. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of San Diego, California.

III. THE PARTIES

A. Plaintiff

1. Throughout the Statutory Period, Plaintiff is and was a resident of California. During the Statutory Period, Plaintiff was employed by Defendant and/or DOES in California and performed work in San Diego County. Plaintiff was employed by Defendant and/or DOES until approximately August 13, 2024.

14. Plaintiff and the Aggrieved Employees were and are employed in the State of California by the Defendant and/or DOES as drivers and/or other workers with similar job designations and titles. Plaintiff and the Aggrieved Employees are or were employed in a non-exempt capacity.

15. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the LWDA and Defendant on September 30, 2024. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA

and as a private attorney general. The violations alleged in this notice also form the basis for the allegations herein. No notice of cure by Defendant and/or DOES was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notices of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *Labor Code* section 2699.3(a)(2)(C).

B. Defendants

16. Defendant EXTREME TRANSPORTATION and/or DOES are a vehicle transportation company.

17. Defendant EXTREME TRANSPORTATION and/or DOES employ non-exempt drivers to transport vehicles.

18. Defendant EXTREME TRANSPORTATION and/or DOES pay drivers on a flat rate basis.

19. EXTREME TRANSPORTATION has a strong foothold in California, including the County of San Diego.

20. EXTREME TRANSPORTATION employed Plaintiff and similarly situated non-exempt drivers and/or other workers with similar job designations or titles in California.

21. Defendant employs and employed Plaintiff and similarly situated non-exempt drivers in California.

22. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

23. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized

the acts of each of the remaining Defendants.

24. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

25. During all, or a portion, of the one (1) year period before Plaintiff filed notice of his claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt drivers and/or other workers with similar job designations or titles who worked for Defendant and/or DOES in California.

26. At all times mentioned herein, Defendant EXTREME TRANSPORTATION and/or DOES have not paid its non-exempt drivers and/or other workers with similar job designations or titles for all time they were performing work and/or are subject to Defendant EXTREME TRANSPORTATION's and/or DOES' control. Failing to pay for all hours worked while under Defendant EXTREME TRANSPORTATION's and/or DOES' control and/or while suffered or permitted to work has resulted in non-exempt drivers and/or other workers with similar job designations or titles being deprived of wages.

27. At all times mentioned herein, Defendant EXTREME TRANSPORTATION and/or DOES have not paid for all the time Plaintiff and the Aggrieved Employees work. Defendant EXTREME TRANSPORTATION and/or DOES compensate Plaintiff and the Aggrieved Employees on a flat rate of pay that is twenty eight percent (28%) of the transport revenue received. Flat rate pay, which, like a salary, does not change based on the amount of hours required to complete the days' work. Thus, like a salary in California for a non-exempt employee, the flat rate cannot be construed to compensate Plaintiff and the Aggrieved Employees for any hours worked in excess of eight daily hours or forty weekly hours. Despite the fact that Plaintiff and the Aggrieved Employees would be otherwise exempt from overtime premium pay, they are not exempt from being paid the state's minimum hourly wage. Thus, as the flat rate does not compensate anything, much less minimum wage, for hours in excess of

eight daily and forty weekly, EXTREME TRANSPORTATION and/or DOES do not pay minimum wages for all hours worked.

28. At all times mentioned herein, Defendant EXTREME TRANSPORTATION and/or DOES fail to compensate Plaintiff and the Aggrieved Employees for all hours worked. Defendant EXTREME TRANSPORTATION and/or DOES fail to pay employees for deadhead time that is less than four (4) hours. When deadhead time is greater than four (4) hours, Defendant EXTREME TRANSPORTATION and/or DOES pay drivers a flat sum regardless of how many hours are worked. This led to Plaintiff and the Aggrieved Employees working hours for which they are not paid.

29. At all times mentioned herein, Defendant EXTREME TRANSPORTATION and/or DOES have not paid Plaintiff and the Aggrieved Employees for non-driving time, including, but not limited to conducting pre- and post-trip inspections, fueling, going through scales, completing paperwork, detention time, maintenance time, waiting at a customer's location, cleaning the inside of the truck, rest period time, and/or having to stop and wait at CHP inspections.

30. At all times mentioned herein, Defendant EXTREME TRANSPORTATION and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked in that Defendant EXTREME TRANSPORTATION and/or DOES continuously and consistently clocked Plaintiff and the Aggrieved Employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Plaintiff and the Aggrieved Employees work through their meal periods, were unable to take meal periods, and/or were not free of all work duties and employer controls during meal periods. Thus, Defendant EXTREME TRANSPORTATION and/or DOES shave/steal earned wages from Plaintiff and the Aggrieved Employees every day they work without a meal period and have time deducted.

31. At all times mentioned herein, Defendant EXTREME TRANSPORTATION and/or DOES breached the legal duty to pay full wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the Aggrieved Employees when they worked through their meal periods and/or when EXTREME TRANSPORTATION recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period was taken.

Specifically, Plaintiff and the Aggrieved Employees worked through their meal periods to satisfy their demanding work duties imposed by EXTREME TRANSPORTATION and/or DOES, thereby denying them the right to be completely free from employer control under California law.

32. At all times mentioned herein, Defendant and/or DOES fail to pay all wages owed to Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay wages during employment.

33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with California law, and that Defendant and DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represented to Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the Aggrieved Employees.

34. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination. Defendant and/or DOES did not pay all timely wages owed at the time of termination.

35. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

36. Plaintiff brings this action on behalf of himself and all Aggrieved Employees defined as all Defendant's and/or DOES' non-exempt drivers and/or other workers with similar job designations or titles employed in California beginning one year prior to the date Plaintiff sent notice to the LWDA.

37. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with respect to the issues or in any other way.

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**FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the
PAGA for Failure to Pay All Wages Owed (California Labor Code §2698 et. seq.).**

38. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

39. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

40. It is fundamental that an employer must pay its employees for the time worked. *California Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

41. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.”

42. Plaintiff and those similarly situated Aggrieved Employees were employed by EXTREME TRANSPORTATION and/or DOES at all relevant times. EXTREME TRANSPORTATION and/or DOES were required to compensate Plaintiff for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

43. EXTREME TRANSPORTATION and/or DOES have not paid for all the time Plaintiff and

1 the Aggrieved Employees work. EXTREME TRANSPORTATION and/or DOES compensate
2 Plaintiff and the Aggrieved Employees on a flat rate of pay that is twenty eight percent (28%)
3 of the transport revenue received. Flat rate pay, which, like a salary, does not change based on
4 the amount of hours required to complete the days' work. Thus, like a salary in California for
5 a non-exempt employee, the flat rate cannot be construed to compensate Plaintiff and the
6 Aggrieved Employees for any hours worked in excess of eight daily hours or forty weekly
7 hours. Despite the fact that Plaintiff and the Aggrieved Employees would be otherwise exempt
8 from overtime premium pay, they are not exempt from being paid the state's minimum hourly
9 wage. Thus, as the flat rate does not compensate anything, much less minimum wage, for hours
10 in excess of eight daily and forty weekly, EXTREME TRANSPORTATION and/or DOES do
11 not pay minimum wages for all hours worked.

12 44. EXTREME TRANSPORTATION and/or DOES fail to compensate Plaintiff and the
13 Aggrieved Employees for all hours worked. EXTREME TRANSPORTATION and/or DOES
14 fail to pay employees for deadhead time that is less than four (4) hours. When deadhead time
15 is greater than four (4) hours, EXTREME TRANSPORTATION and/or DOES pay drivers a
16 flat sum regardless of how many hours are worked. This led to Plaintiff and the Aggrieved
17 Employees working hours for which they are not paid.

18 45. EXTREME TRANSPORTATION and/or DOES have not paid Plaintiff and the Aggrieved
19 Employees for non-driving time, including, but not limited to conducting pre- and post-trip
20 inspections, fueling, going through scales, completing paperwork, detention time, maintenance
21 time, waiting at a customer's location, cleaning the inside of the truck, rest period time, and/or
22 having to stop and wait at CHP inspections.

23 46. EXTREME TRANSPORTATION and/or DOES have had a continuous policy of not paying
24 Plaintiff and the Aggrieved Employees for all hours worked in that EXTREME
25 TRANSPORTATION and/or DOES continuously and consistently clocked Plaintiff and the
26 Aggrieved Employees out for a thirty (30) minute meal period and/or otherwise recorded a
27 meal period, even though Plaintiff and the Aggrieved Employees work through their meal
28 periods, were unable to take meal periods, and/or were not free of all work duties and employer

controls during meal periods. Thus, EXTREME TRANSPORTATION and/or DOES shave/steal earned wages from Plaintiff and the Aggrieved Employees every day they work without a meal period and have time deducted.

47. EXTREME TRANSPORTATION and/or DOES breached the legal duty to pay full wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the Aggrieved Employees when they worked through their meal periods and/or when EXTREME TRANSPORTATION recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period was taken. Specifically, Plaintiff and the Aggrieved Employees worked through their meal periods to satisfy their demanding work duties imposed by EXTREME TRANSPORTATION and/or DOES, thereby denying them the right to be completely free from employer control under California law.

48. Plaintiff, as former “non-exempt” employee of Defendant and/or DOES who Defendant and/or DOES failed to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California’s labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

49. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

50. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

1 51. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
2 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
3 violations pursuant to this chapter or any provisions regulating hours and days of the week of
4 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
5 558(a)(2).

6 **SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
7 **PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor**
8 **Code §2698 et. seq.).**

9 52. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
10 as if fully plead.

11 53. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay,
12 in a timely manner, wages owed to the Aggrieved Employees who left Defendant's and/or
13 DOES' employ or who were terminated.

14 54. Aggrieved Employees who ended their employment with Defendant and/or DOES during the
15 last year were entitled to be promptly paid all lawful compensation, and other premiums, as
16 required by *California Labor Code* sections 201 through 203.

17 55. Plaintiff's employment with Defendant and/or DOES was terminated on or about August 13,
18 2024.

19 56. Whether Plaintiff voluntarily or involuntarily terminated his employment with Defendant
20 and/or DOES, Defendant and/or DOES did not timely pay him all straight time wages owed at
21 the time of his termination.

22 57. Whether Plaintiff voluntarily or involuntarily terminated his employment with Defendant
23 and/or DOES, Defendant and/or DOES did not timely pay him all overtime wages owed at the
24 time of his termination.

25 58. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer
26 discharges an employee, the wages earned and unpaid at the time of discharge are due and
27 payable immediately, and if an employee quits his or her employment, his or her wages shall
28 become due and payable no later than seventy-two (72) hours thereafter, unless the employee

has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

59. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to pay the Aggrieved Employees who are no longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ.

60. Defendant and/or DOES have had a consistent policy and/or practice of not paying Plaintiff and similarly situated non-exempt drivers for all of the hours they worked as outlined herein.

61. Defendant's and/or DOES' failure to pay the Aggrieved Employees who are no longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ, is in violation of *California Labor Code* sections 201 and 202.

62. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.

63. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

64. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

65. These claims are on behalf of all non-exempt drivers who worked for Defendant in California.

66. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil

1 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
2 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
3 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
4 *California Labor Code* section 2699(f)(2).

5 67. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
6 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
7 violations pursuant to this chapter or any provisions regulating hours and days of the week of
8 the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and
9 558(a)(2).

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays
12 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

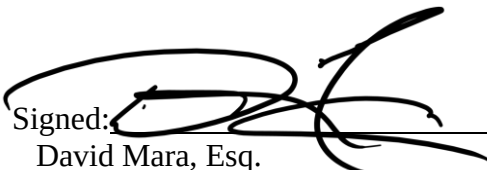
- 13 A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
14 B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
15 2699, et. seq. for failure to timely pay wages at separation;
16 C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
17 2699, et. seq. for failure to provide compensation for all time worked;
18 D. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
19 2699(g)(1).

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a jury trial as to liability.
22

23 **MARA LAW FIRM, PC**

24
25 Date: December 4, 2024

26 Signed: 
27 David Mara, Esq.
28 Jill Vecchi, Esq.
Attorneys for Plaintiff ANTONIO
RODRIGUEZ, on behalf of himself and all
others similarly situated, and on behalf of the
general public