

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

COURTESY CHEVROLET CENTER, a California Corporation; and  
DOES 1 through 10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JACOB GRIFFIN, on behalf of the State of California, as a private  
attorney general,

**ELECTRONICALLY FILED**

Superior Court of California,  
County of San Diego

**02/14/2022 at 08:00:00 AM**

Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:

(El nombre y dirección de la corte es):

San Diego Superior Courthouse  
330 W Broadway  
San Diego, CA 92101

CASE NUMBER:  
(Número del Caso):

37-2022-00005485-CU-OE-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jean-Claude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (619) 599-8291

JCL Law Firm, APC 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

M. Reyes  
M. Reyes

DATE: 02/14/2022  
(Fecha)

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

[SEAL]



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Attorneys for Plaintiff JACOB GRIFFIN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

JACOB GRIFFIN, on behalf of the State of  
California, as a private attorney general,

Plaintiff,

vs.

COURTESY CHEVROLET CENTER, a  
California Corporation; and DOES 1 through  
10, inclusive,

Defendants.

Case No. 37-2022-00005485-CU-OE-CTL

**REPRESENTATIVE ACTION**  
**COMPLAINT FOR:**

1.Civil Penalties Pursuant to Labor Code §  
2699, *et seq.* for violations of Labor Code §§  
201, 202, 203, 204 *et seq.*, 210, 221, 226(a),  
226.7, 510, 512, 558(a)(1)(2), 1194, 1197,  
1197.1, 1198, 1198.5, 2802, California Code of  
Regulations, Title 8, Section 11040,  
Subdivision 5(A)-(B)

Plaintiff Jacob Griffin (“PLAINTIFF”) on behalf of the people of the State of California and as an “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:



1 employees (“AGGRIEVED EMPLOYEES”) during the time period of December 7, 2020 until a date  
2 as determined by the Court (the "PAGA PERIOD").

3 7. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently or  
4 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action  
5 pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT’s violation of  
6 California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 510, 512, 558(a)(1)(2),  
7 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040,  
8 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and  
9 all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699,  
10 *et seq.*

11 8. The true names and capacities, whether individual, corporate, subsidiary, partnership,  
12 associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently unknown to  
13 PLAINTIFF who therefore sues these DEFENDANT by such fictitious names pursuant to Cal. Civ.  
14 Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and  
15 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and  
16 believes, and based upon that information and belief alleges, that the DEFENDANT named in this  
17 Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of  
18 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

19 9. The agents, servants and/or employees of the Defendants and each of them acting on  
20 behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant  
21 and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf  
22 of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant  
23 are legally attributable to the other Defendants and all Defendants are jointly and severally liable to  
24 PLAINTIFF and the other AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of  
25 the conduct of the Defendants’ agents, servants and/or employees.

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1 **THE CONDUCT**

2 10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
3 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning  
4 the time during which an employee is subject to the control of an employer, including all the time the  
5 employee is suffered or permitted to work. DEFENDANT required PLAINTIFF and the AGGRIEVED  
6 EMPLOYEES to work without paying them for all the time they were under DEFENDANT’s control.  
7 Specifically, DEFENDANT required PLAINTIFF to work while clocked out during what was supposed  
8 to be PLAINTIFF’s off-duty meal break. PLAINTIFF was from time to time interrupted by work  
9 assignments. Additionally, PLAINTIFF and other AGGRIEVED EMPLOYEES were required by  
10 DEFENDANT to clock out of DEFENDANT’s timekeeping system, in order to perform additional work  
11 for DEFENDANT’s required to meet DEFENDANT’s job requirements. PLAINTIFF and the  
12 AGGRIEVED EMPLOYEES also worked off the clock with respect to time spent undergoing  
13 mandatory drug testing or any other testing and/or examination required as a condition of employment.  
14 Further, PLAINTIFF and the other AGGRIEVED EMPLOYEES from time to time were not paid wages  
15 for all time worked, including overtime wages, such that in the aggregate employees were underpaid  
16 wages as a result of DEFENDANT's pattern and practice of unevenly rounding time worked by its  
17 employees. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited minimum  
18 wage and overtime compensation by from time to time working without their time being accurately  
19 recorded and without compensation at the applicable minimum wage and overtime rates.  
20 DEFENDANT’s policy and practice not to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES  
21 for all time worked is evidenced by DEFENDANT’s business records.

22 11. As a result of their rigorous work schedules, PLAINTIFF and the other AGGRIEVED  
23 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were  
24 not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES  
25 were required from time to time to perform work as ordered by DEFENDANT for more than five (5)  
26 hours during some shifts without receiving a meal break. Further, DEFENDANT failed to provide  
27 PLAINTIFF and the AGGRIEVED EMPLOYEES with a second off-duty meal period for some

1 workdays in which these employees were required by DEFENDANT to work ten (10) hours of work  
2 from time to time. As a result, DEFENDANT's failure to provide PLAINTIFF and the AGGRIEVED  
3 EMPLOYEES with legally required meal breaks is evidenced by DEFENDANT's business records.  
4 PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without  
5 additional compensation and in accordance with DEFENDANT's corporate policy and practice.

6 12. During the PAGA PERIOD, PLAINTIFF and the other AGGRIEVED EMPLOYEES  
7 were also required from time to time to work in excess of four (4) hours without being provided ten (10)  
8 minute rest periods. Further, these employees were denied their first rest periods of at least ten (10)  
9 minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second  
10 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours  
11 from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts  
12 worked of ten (10) hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES  
13 were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,  
14 PLAINTIFF and the other AGGRIEVED EMPLOYEES were from time to time denied their proper rest  
15 periods by DEFENDANT and DEFENDANT's managers. Additionally, the applicable California Wage  
16 Order requires employers to provide employees with off-duty rest periods, which the California Supreme  
17 Court defined as time during which an employee is relieved from all work related duties and free from  
18 employer control. In so doing, the Court held that the requirement under California law that employers  
19 authorize and permit all employees to take rest periods means that employers must relieve employees of  
20 all duties and relinquish control over how employees spend their time which includes control over the  
21 locations where employees may take their rest period. Employers cannot impose controls that prohibit  
22 an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's  
23 policy restricts PLAINTIFF and the other AGGRIEVED EMPLOYEES from unconstrained walks and  
24 requires these employees to remain on DEFENDANT's premises under DEFENDANT's control during  
25 what should be their paid, off duty rest periods.

26 13. State law provides that employees must be paid overtime and meal and rest break premium  
27 pay at one-and-one-half times their "regular rate of pay." PLAINTIFF and the other AGGRIEVED

1 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific elements  
2 of an employee's performance.

3 14. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'  
4 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and the  
5 other AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANT. The  
6 non-discretionary incentive program provided all employees paid on an hourly basis with incentive  
7 compensation when the employees met the various performance goals set by DEFENDANT. However,  
8 when calculating the regular rate of pay in order to pay overtime and premiums for meal and rest break  
9 violations to PLAINTIFF and the other AGGRIEVED EMPLOYEES, DEFENDANT failed to include  
10 the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating  
11 overtime pay and premium pay for meal and rest break violations. Management and supervisors  
12 described the incentive program to potential and new employees as part of the compensation package.  
13 As a matter of law, the incentive compensation received by PLAINTIFF and the other AGGRIEVED  
14 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted in an  
15 underpayment of overtime compensation and meal and rest break premium pay to PLAINTIFF and other  
16 AGGRIEVED EMPLOYEES by DEFENDANT.

17 15. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any  
18 employment are due and payable twice during each calendar month, on days designated in advance by  
19 the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly requires employers to  
20 pay employees all wages owed within seven (7) days of the close of the payroll period. DEFENDANT  
21 from time to time failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages owed to  
22 them within seven (7) days of the close of the payroll period.

23 16. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to collect  
24 or receive from an employee any part of wages theretofore paid by said employer to said employee."  
25 DEFENDANT failed to pay all compensation due to PLAINTIFF and the other AGGRIEVED  
26 EMPLOYEES, made unlawful deductions from compensation payable to PLAINTIFF and the other  
27 AGGRIEVED EMPLOYEES, failed to disclose all aspects of the deductions from compensation

1 payable to PLAINTIFF and the other AGGRIEVED EMPLOYEES, and thereby failed to pay these  
2 employees all wages due at each applicable pay period and upon termination.

3 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and the other AGGRIEVED  
4 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code  
5 Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary  
6 remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay to  
7 PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay.

8 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt employees  
9 be calculated by dividing the employee's total wages, not including overtime premium pay, by the  
10 employee's total hours worked in the full pay periods of the prior 90 days of employment.

11 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the  
12 regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned  
13 nondiscretionary incentive wages which increased their regular rate of pay. However, when sick pay  
14 was paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED EMPLOYEES, as  
15 opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

16 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and the  
17 AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time penalties pursuant  
18 to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes and based thereon alleges  
19 that such failure to pay sick pay at regular rate was willful, such that PLAINTIFF and the AGGRIEVED  
20 EMPLOYEES whose employment has separated are entitled to waiting time penalties pursuant to Cal.  
21 Lab. Code Sections 201-203.

22 21. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other  
23 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among  
24 other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer  
25 shall furnish each of his or her employees with an accurate itemized wage statement in writing showing,  
26 among other things, gross wages earned and all applicable hourly rates in effect during the pay period  
27 and the corresponding amount of time worked at each hourly rate. Specifically, PLAINTIFF and the



1 AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect  
2 all applicable hourly rates during the pay period and the total hours worked, and the applicable pay  
3 period in which the wages were earned pursuant to California Labor Code Section 226(a). Further, from  
4 time to time, DEFENDANT included Sick, Holiday and Vacation hours into the computation of total  
5 hours worked for purposes of Cal. Lab. Code § 226(a)(2), notwithstanding the fact that Sick, Holiday  
6 and Vacation hours are not considered hours worked. DEFENDANT'S inclusion of Sick, Holiday and  
7 Vacation hours into the total hours worked in itemized wage statements issued to PLAINTIFF and other  
8 AGGRIEVED EMPLOYEES violates Cal. Lab. Code § 226(a)(2). The wage statements Defendant  
9 provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information.  
10 Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF  
11 an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a  
12 result, DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED  
13 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

14 22. DEFENDANT failed to reimburse and indemnify PLAINTIFF and the other  
15 AGGRIEVED EMPLOYEES for required business expenses incurred by PLAINTIFF and other  
16 AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of  
17 DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify  
18 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802  
19 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or  
20 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or  
21 her obedience to the directions of the employer, even though unlawful, unless the employee, at the time  
22 of obeying the directions, believed them to be unlawful."

23 23. In the course of their employment PLAINTIFF and other AGGRIEVED EMPLOYEES  
24 as a business expense, were required by DEFENDANT to use personal cellular phones as a result of and  
25 in furtherance of their job duties as employees for DEFENDANT but were not reimbursed or  
26 indemnified by DEFENDANT for the cost associated with the use of the personal cellular phones for  
27 DEFENDANT's benefit. As a result, in the course of their employment with DEFENDANT,

1 PLAINTIFF and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which  
2 included, but were not limited to, costs related to the use of their personal cellular phones, all on behalf  
3 of and for the benefit of DEFENDANT.

4 24. In violation of the applicable sections of the California Labor Code and the requirements  
5 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT intentionally and  
6 knowingly failed to compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES for missed  
7 meal and rest periods and all time worked. This policy and practice of DEFENDANT was intended to  
8 purposefully avoid the payment for all time worked as required by California law which allows  
9 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied with the  
10 law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against  
11 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

12 25. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To  
13 the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the  
14 PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED  
15 EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for Publication  
16 12/19/18).

17 **JURISDICTION AND VENUE**

18 26. This Court has jurisdiction over this Action pursuant to California Code of Civil  
19 Procedure, Section 410.10.

20 27. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections  
21 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides in this County,  
22 and DEFENDANT(i) currently maintains and at all relevant times maintained offices and facilities in  
23 this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct  
24 herein alleged in this County against PLAINTIFF and the other AGGRIEVED EMPLOYEES.

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1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698, *et seq.*]**

4 **(By PLAINTIFF and Against All Defendants)**

5 28. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,  
6 the prior paragraphs of this Complaint.

7 29. PAGA is a mechanism by which the State of California itself can enforce state labor laws  
8 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law  
9 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law  
10 enforcement action designed to protect the public and not to benefit private parties. The purpose of the  
11 PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private  
12 attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified  
13 that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to  
14 recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA  
15 claims cannot be subject to arbitration.

16 30. PLAINTIFF, and such persons that may be added from time to time who satisfy the  
17 requirements and exhaust the administrative procedures under the Private Attorney General Act, brings  
18 this Representative Action on behalf of the State of California with respect to himself and all individuals  
19 who are or previously were employed by DEFENDANT in California and who were classified as non-  
20 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of December 7, 2020 until  
21 a date as determined by the Court (the "PAGA PERIOD").

22 31. On December 7, 2021, PLAINTIFF gave written notice by electronic mail to the Labor  
23 and Workforce Development Agency (the "Agency") and by certified mail to the employer of the  
24 specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. The  
25 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a  
26 result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under  
27

1 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED  
2 EMPLOYEES as herein defined.

3 32. The policies, acts and practices heretofore described were and are an unlawful business  
4 act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other AGGRIEVED  
5 EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally  
6 required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime and sick pay  
7 wages, (e) failed to reimburse employees for required expenses, and (f) failed to provide wages when  
8 due all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et*  
9 *seq.*, 210, 221, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California  
10 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s),  
11 and thereby gives rise to civil penalties as a result of such conduct.1 PLAINTIFF hereby seeks recovery  
12 of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the  
13 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other  
14 AGGRIEVED EMPLOYEES.


15 **PRAYER FOR RELIEF**

16 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
17 severally, as follows:

- 18 1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- 19 A. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of  
20 2004; and,
- 21 B. An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited  
22 to, pursuant to Labor Code §2699.

23 Dated: February 11, 2022

JCL LAW FIRM, A.P.C.

24  
25 By:   
26 Jean-Claude Lapuyade  
27 Attorneys for PLAINTIFF