17. PAGA - Employment Records (§1174)

**DEMAND FOR JURY TRIAL** 

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Plaintiff ALAN RAMIREZ ("Plaintiff"), individually and on behalf of all others similarly situated, and as a representative of the State of California, alleges as follows:

#### INTRODUCTION

- 1. Plaintiff Alan Ramirez brings this representative and proposed class action against TOWNE PARK, LLC, and DOES 1 through 10, inclusive, ("Defendants") for unpaid wages, overtime wages at the regular rate, meal and rest period violations, wage statement violations, waiting time penalties, unreimbursed business expenses, and unfair business practices, for four years before filing this action. ("Class Period").
- 2. Plaintiff gave notice of these claims to Defendants and the California Labor and Workforce Development Agency ("LWDA"). There has been no notice of LWDA intervention, nor cure by Defendants. Plaintiff asserts claims for civil penalties as a representative of the State of California, and to the extent permitted by law, on behalf of the all aggrieved current and former employees of Defendants. Private Attorneys General Act ("PAGA") Labor Code §§ 2698 *et seq* 2699.3(a)(2)(C). A true and correct copy of the November 18, 2019 notice is attached and demonstrates Plaintiff is an aggrieved employee with standing to bring representative claims on behalf of the State, LWDA, other aggrieved employees. **Exhibit 1**
- 3. Plaintiff seeks to represent all current and former non-exempt employees of Defendants who suffered one or more of the alleged violations ("aggrieved employees") during the PAGA limitations period (one year and 65 days prior to the commencement of this action until the commencement of trial in this matter). Labor Code section 2698, *et seq*.

#### I. JURISDICTION AND VENUE

4. Venue as to each Defendant is proper in this judicial district. Code of Civil Procedure, § 395. Defendants conduct business in San Diego County, and all are within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and those similarly situated within California and San Diego County. The San Diego County also has jurisdiction because individual class member claims are under the \$75,000 jurisdictional threshold for federal jurisdiction and the aggregate claim is under \$5,000,000 threshold of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. §1332.

- - 5. There is no federal question, the issues are based solely on California law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and Business and Professions Code.
  - 6. Over two-thirds or more of the proposed class are or at all relevant times were, California residents and Plaintiff alleges this is a local case or controversy not subject to CAFA.
    - 7. As a PAGA action, this matter is not subject to removal. 28 U.S.C. §§ 1332(a)-(d).

#### II. PARTIES

- 8. ALAN RAMIREZ is a California resident. From about May 2019 through September 2019, he was employed with TOWNE PARK, LLC as a "guest service associate," also known as a valet attendant, hotel valet attendant.
  - 9. TOWNE PARK, LLC is a Maryland limited liability company.
- 10. True names and capacities of DOES 1 through 10 are unknown to Plaintiff, who sues them by fictitious names. Code of Civil Procedure § 474. Plaintiff is informed, believes, and alleges, each DOE Defendant is legally responsible in some manner for unlawful acts alleged. Plaintiff will amend to add names and capacities of DOE Defendants when they become known.
- 11. Plaintiff is informed and believes each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, plan or policy, and the acts of each Defendant are legally attributable to the other Defendants. Based on employment records and policies and control over Plaintiff, Defendant employed Plaintiff.

#### III. GENERAL ALLEGATIONS

- 12. Plaintiff re-alleges all preceding paragraphs.
- 13. Defendants provide hospitality and parking services to hotels, restaurants, casinos, airports, healthcare providers, and others. Defendants employ more than 14,000 associates throughout California. Defendants maintain common payroll policies and practices and manage these employee functions using common administrators in centralized locations.
- 14. Plaintiff and other similarly-situated persons were paid as hourly, non-exempt employee by Defendants, and earned compensation in addition to hourly wages, including "Holiday Premiums" and shift differentials. Plaintiff and other similarly-situated persons also earned compensation at multiple hourly rates each week and during each pay period.

- 15. Plaintiff worked more than 40 hours per workweek and 8 hours per workday during the Class Period.
- 16. Defendants failed to include all forms of renumeration (including but not limited to Holiday Premiums, multiple hourly rates, and Shift Differentials) in the regular rate of pay for purposes of calculating and paying the correct overtime rate and, as a result, underpaid overtime wages for Plaintiff and other similarly-situated employees.
- 17. Defendants maintained a policy and practice requiring Plaintiff and putative class members to serve clients at all times, by parking or retrieving cars or meeting other demands. As a result, Plaintiff and the putative class remained subject to Defendants' control during meal and rest periods, and, if begun, these periods were often late, interrupted, or cut short. Defendants maintained a policy requiring employees to clock out for meal periods, whether taken or not, which forced Plaintiff and the putative class to work off the clock to complete necessary work.
- 18. Plaintiff and the putative class were not paid all premium wages for non-compliant meal or rest periods. Plaintiff received only one rest period premium during his employment.
- 19. During Plaintiff's employment, he and other similarly-situated employees used personal cell phones to maintain necessary communications with coworkers and serve customers. Defendants did not reimburse Plaintiff or putative class members for work-related cell phone use.
- 20. Defendants' policy and practice of not paying all wages and premiums owed resulted in Defendants failing to timely pay all final wages owed at termination of employment. Plaintiff alleges Defendants also maintain a policy of underpaying waiting time penalties when due by terminating an employee on one day and then registering the termination through human resources days later and not providing the employee's final paycheck until the later date.
- 21. Defendants' are liable for waiting time penalties to Plaintiff and the putative class for not timely paying all amounts owed to them upon termination of employment.
- 22. As a result of Defendants' violations, not all wage statements accurately state hours worked, gross and net wages earned and paid, all hourly rates in effect, and corresponding number of hours worked at each hourly rate on each wage statement. On many wage statements it could not be determined if rates or amounts earned and paid were correctly calculated by Defendant.

1	23. As an example of these violations, Defendants paid numerous hourly rates to
2	Plaintiff and the putative class during certain pay periods, including during Plaintiff's pay period
3	09/02/2019 to 09/15/2019 (check date: 09/20/2019). The basis of the overtime rates earned or paid,
4	including the regular rates used, cannot be determined by Plaintiff and other putative class
5	members using simple arithmetic. To the extent these rates and wages could be determined, it
6	would be necessary for putative class members to be provided additional documents to do so.
7	24. Plaintiff made numerous requests to Defendants to inspect or obtain employment
8	records under Labor Code section 226, 432, 1198.5 and IWC Wage Orders, including IWC Wage
9	Order No. 5, but Defendants' withheld and refused to provide all records required by these laws,
10	including (without limitation) signed background check authorization forms and time records.
11	25. As a result of Defendants' other violations, it failed to keep all required records for
12	Plaintiff and the putative class and violated, among others, Labor Code sections 1174 and 1174.5.
13	IV. <u>CLASS ACTION ALLEGATIONS</u>
14	26. Plaintiff seeks to represent a Plaintiff Class defined as:
15 16	All persons employed by Defendants' as non-exempt Guest Service Associates, Valets, Attendants, or in similar positions, at any time starting four years from the filing of this Complaint.
17 18	27. Plaintiff seeks to certify a subclass defined as:
19	Unpaid Wage Subclass
20	All Plaintiff Class members not paid all regular wages for all hours worked.
21	28. Plaintiff seeks to certify a subclass defined as:
22	Overtime Subclass
23	All Plaintiff Class members not paid all overtime wages for all hours worked over eight per day or forty per week.
24	29. Plaintiff seeks to certify a subclass defined as:
25	Meal Period Subclass
26	All Plaintiff Class members who worked shifts of five hours or more without a
27	duty-free meal period of at least 30 minutes, and not paid one hour at the regular

1	30. Plaintiff seeks to certify a subclass defined as:	
2	Rest Period Subclass	
3	fraction thereof without being authorized or permitted a rest period of at	
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5	those days.	
6	31. Plaintiff seeks to certify a subclass defined as:	
7	Waiting Time Subclass	
8	All members of the Plaintiff Class to whom Defendants failed to pay all wages due to them upon termination or resignation under Labor Code, §§ 201-203.	
9	32. Plaintiff seeks to certify a subclass defined as:	
10	Wage Statement Subclass	
11	All Plaintiff Class members to whom Defendants improperly failed to provide	
12	accurate itemized wage statements under Labor Code § 226.	
13	33. Plaintiff seeks to certify a subclass of employees defined as follows:	
14	<u>UCL Subclass</u>	
15 16	All members of the Unpaid Wage, Overtime, Meal Period, Rest Period and Reimbursement Subclasses.	
17	34. Plaintiff seeks to certify a subclass defined as:	
18	Reimbursement Subclass	
19	All members of the Plaintiff Class who used personal cell phones for Defendants' business purposes, but were not reimbursed.	
20	35. Plaintiff seeks to certify a subclass defined as:	
21	Records Request Subclass	
22	All members of the Plaintiff Class who made a written request for employment	
23	records, signed documents, and payroll records.	
24	36. Plaintiff reserves the right to modify the Class description or further divide it into	
25	subclasses or limit it to particular issues. California Rules of Court, Rule 3.765(b).	
26	37. This action has been brought and may be maintained as a class action pursuant to	
27	Code of Civil Procedure § 382 because there is a well-defined common interest of many persons	
28	and it is impractical to bring them all before the court.	
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#### A. Ascertainable Class

38. The proposed class and subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

### B. Numerosity

39. While the precise number of Class Members has not yet been determined, Plaintiff is informed and believes there are over 1,000 putative Class members in California affected by Defendants' policies. Joinder of all members of the proposed Class is not practicable.

### C. Commonality

40. There are questions of law and fact common to the Class predominate over any questions affecting only individual Class Members. Common questions are set forth in each of the causes of action throughout this Complaint.

### D. Typicality

41. The claims of the named Plaintiff are typical of the claims of the proposed Plaintiff Class. Plaintiff and all members of the Class and subclasses sustained injuries and damages arising out of and caused by the Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged.

### E. Adequacy of Representation

42. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Proposed Class Counsel, Cohelan Khoury & Singer and Ferraro Employment Law, Inc., who represent Plaintiff, are competent and experienced in litigating employment class actions. Plaintiff is aware and understands his obligations to faithfully assist in the preparation of the case and to make decisions in the best interests of the putative class.

### F. Superiority of Class Action

43. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Each Class member has been damaged and is entitled to recovery by Defendants' illegal policies and practices, and a Class action allows them to litigate their claims in the most efficient and economical manner for the parties and judicial system. There are no likely difficulties managing this action that preclude its maintenance as a class action.

1	44. The predominating common questions of law and fact include:
2	a. Whether Defendants violated the law by failing to properly calculate Plaintiff Class
3	Members' regular rate of pay;
4	b. Whether Defendants violated California law by failing to properly compensate
5	Plaintiff Class Members for all overtime hours;
6	c. Whether the Plaintiff Class is entitled to penalties under Section 226;
7	d. Whether the Plaintiff Class is entitled to waiting time penalties under Section 203;
8	e. Whether Defendants violated Labor Code sections 203, 226, and 1194; and IWC
9	Wage Orders, and whether that violates fundamental public policy;
10	f. Whether Defendants are liable for equitable relief pursuant to Business and
11	Professions Code, sections 17200, et seq.
12	V. <u>CAUSES OF ACTION</u>
13	FIRST CAUSE OF ACTION
14	FAILURE TO PAY ALL WAGES (ALL CLAIMS ARE ALLEGED AGAINST ALL DEFENDANTS)
15	45. Plaintiff incorporates the preceding paragraphs of this Complaint.
16	46. By failing to pay all wages for hours Plaintiff and putative class members were
17	under their control, including when clocked out for meal periods, but continuing to work,
18	Defendants failed to pay minimum, regular, and overtime wages and violated Labor Code section
19	1194 and IWC Wage Orders, including 5-2001.
20	47. Defendants' unlawful acts deprived Plaintiff and putative class members of
21	minimum, regular, and overtime wages in amounts to be determined at trial, and they are entitled
22	to recover these amounts, along with liquidated damages for unpaid minimum wages, and interest,
23	attorneys' fees, and costs.
24	SECOND CAUSE OF ACTION  FAIL LIPE TO DAY OVERTIME WAGES
25	FAILURE TO PAY OVERTIME WAGES
26	48. Plaintiff incorporates the preceding paragraphs of this Complaint
27	49. By their failure to record all time Plaintiff and putative class members were under
28	their control, and by their failure to correctly calculate the regular rate of pay, Defendants failed to

pay all overtime wages earned, for hours worked over eight (8) hours in one day or forty (40)				
hours in one week, and violated provisions of Labor Code section 1194 and IWC Wage Orders,				
including 5-2001.				
50. Defendants' unlawful acts deprived Plaintiff putative class members of overtime				
wages in amounts to be determined at trial, and they are entitled to recover these amounts, along				
with interest, attorneys' fees, and costs.				
THIRD CAUSE OF ACTION MEAL PERIOD VIOLATIONS				
51. Plaintiff incorporates the preceding paragraphs of this Complaint.				
52. By failing to provide duty-free meal periods of at least thirty (30) minutes for shifts				
of five hours or more, which began before the end of the fifth hour of work, and failing to pay such				
employees premium wages of one (1) hour of pay at their regular rate of compensation for each				
workday the meal period was not provided, Defendants willfully violated the provisions of Labor				
Code sections 226.7 and IWC Wage Orders, including 5-2001.				
53. By failing to correctly calculate the regular rate of pay, by failing to include all				
compensation earned during the pay period, Defendants failed to pay all premium wages owed.				
54. Defendants' unlawful acts deprived Plaintiff and the members of the Plaintiff Class				
and Subclasses Plaintiff seeks to represent of premium wages and/or other compensation in				
amounts to be determined at trial, and they are entitled to recover such amounts, plus interest,				
attorneys' fees, and costs.				
FOURTH CAUSE OF ACTION				

- Plaintiff incorporates the preceding paragraphs of this Complaint.
- By failing to authorize and permit Plaintiff to receive a rest period of at least 10 minutes on for every four (4) hours or major fraction thereof worked per day, and by failing to provide premium wages at the regular rate of pay when these periods were not permitted or authorized, Defendants willfully violated the provisions of Labor Code section 226.7 and IWC Wage Orders, including 5-2001.

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57. Defendants' unlawful acts deprived Plaintiff and the members of the Plaintiff Class and Subclasses Plaintiff seeks to represent of premium wages and/or other compensation in amounts to be determined at trial, and they are entitled to recover such amounts, plus interest, attorneys' fees, and costs.

# FIFTH CAUSE OF ACTION FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

- 58. Plaintiff incorporates all preceding paragraphs of this Complaint.
- 59. Defendants must itemize in wage statements all deductions from payment of wages and to accurately report, among other things, total hours worked, all hourly wage rates earned, and gross and net wages earned. Labor Code § 226(a). Defendants knowingly and intentionally failed to comply with Labor Code section 226(a) on wage statements provided to Plaintiff and members of the Wage Statement Subclass because, among other reasons, the wage statements failed to accurately set forth all hours worked, and all hourly rates earned, gross and net wages earned.
- 60. The wage statements issued to Plaintiff and the putative class were inaccurate and incorrect causing confusion and damage to Plaintiff and the putative class and concealed from them their earnings to which they were entitled to receive by law. As a consequence of Defendants' knowing and intentional failure to comply with section 226(a), Plaintiff and Wage Statement Subclass members are entitled to actual damages or penalties not to exceed \$4,000 for each employee pursuant to Labor Code section 226(b), with interest and attorneys' fees and costs.

# SIXTH CAUSE OF ACTION WAITING TIME PENALTIES

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- 61. Plaintiff incorporates the preceding paragraphs of this Complaint.
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62. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to timely pay former employees all earned wages. Labor Code sections 201 and 202 require Defendants to pay their employees all wages due within the time required by law. If an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. Labor Code § 203. The penalty cannot exceed 30 days of wages.

- 63. Members of the Waiting Time Subclass are no longer employed by Defendants.
- 64. Defendants willfully failed to pay Waiting Time Subclass Members wages due at termination or within 72 hours of resignation, and failed to pay those sums for 30 days thereafter.
- 65. Defendants' willful failure to pay wages to the Waiting Time Subclass Members violates Labor Code section 203 because Defendants knew wages were due to the Waiting Time Subclass Members, but failed to pay them.

# SEVENTH CAUSE OF ACTION FAILURE TO REIMBURSE BUSINESS EXPENSES

- 66. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 67. Plaintiff and the members of the class he seeks to represent incurred expenses in the performance of their job duties, including the use of personal cell phones. Plaintiff was not fully reimbursed for incurring these necessary and reasonable business expenses.
- 68. Defendants had a policy which failed to fully reimburse Plaintiff and other similarly situated Class members for expenses, in violation of California Labor Code section 2802.
- 69. As a result of Defendants' unlawful acts, Plaintiff and class members sustained damages, including loss of expense reimbursements, in amounts to be determined at trial, plus interest, and attorneys' fees and costs.

# EIGHTH CAUSE OF ACTION FAILURE TO PRODUCE RECORDS

- 70. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 71. Plaintiff and the members of the class he seeks to represent requested employment records, including pursuant to Labor Code sections 226, 432, 1198.5, the IWC Wage Orders, including IWC Wage Order 5-2001, but Defendants refused to provide all documents to which they are entitled, including signed copies of background authorization forms, time records, and other records required to be produced by these statutes.
- 72. As a result of Defendants' knowing and intentional failure to comply with these Labor Code sections, Plaintiff and the members of the Records Request Subclass are entitled to recover penalties in amounts to be determined at trial, plus interest, and attorneys' fees and costs.

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# NINTH CAUSE OF ACTION UNFAIR BUSINESS PRACTICES

- 73. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 74. At all relevant times, Defendants engaged in unlawful and unfair business practices in violation of Business and Professions Code section 17200 et seq. through common and systemic employment policies and practices by failing to provide the employment protections, wages, premiums, reimbursements and other funds and property owed to Plaintiff and the UCL Subclass, as alleged throughout this Complaint, in violation of the Labor Code and IWC Wage Orders.
- 75. Defendants' business practices deprived Plaintiff and the UCL Subclass of compensation, reimbursements and other funds to which they are legally entitled, constitutes unlawful and unfair business practices, provides an unfair advantage to Defendants over its competitors who comply with wage and hour and employment laws, and unjustly enriches them.
- 76. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct, as alleged in throughout this Complaint, Plaintiff, as an individual and on behalf of the Class Members, seeks restitution of all monies and property withheld, acquired or converted by Defendants pursuant to Business and Professions Code sections 17202, 17203, 17204, and 17208.
- 77. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code section 17200 et seq.

### <u>TENTH CAUSE OF ACTION</u> PAGA PENALTIES FOR FAILURE TO PAY ALL WAGES

- 78. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 79. As set forth in this Complaint, Defendants violated and are liable pursuant to Labor Code sections 201 through 204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, and the IWC Wage Orders, by failing to timely pay all wages owed to Plaintiff and aggrieved employees during the PAGA Period.
  - 80. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and

other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

81. For purposes of this action, Plaintiff, as a representative of the State of California, seeks to invoke Labor Code section 1195.5, which states: "The Division of Labor Standards Enforcement shall determine, upon request, whether the wages of employees, which exceed the minimum wages fixed by the commission, have been correctly computed and paid. For this purpose, the division may examine the books, reports, contracts, payrolls, and documents of the employer relative to the employment of employees."

# ELEVENTH CAUSE OF ACTION PAGA PENALTIES FOR MEAL PERIOD VIOLATIONS

- 82. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 83. As set forth in this Complaint, Defendants violated and are liable pursuant to Labor Code sections 226.7 and 512 and the IWC Wage Orders for failure to provide compliant meal periods and for failing to pay all meal period premiums in lieu of providing compliant meal periods owed to Plaintiff and aggrieved employees during the PAGA Period.
- 84. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

# TWELFTH CAUSE OF ACTION PAGA PENALTIES FOR REST PERIOD VIOLATIONS

- 85. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 86. As set forth in this Complaint, Defendants violated and are liable pursuant to Labor Code sections 226.7 and the IWC Wage Orders for failure to provide compliant rest periods and for failing to pay all rest period premiums in lieu of providing compliant rest periods owed to Plaintiff and aggrieved employees during the PAGA Period.
  - 87. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and

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other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

# THIRTEENTH CAUSE OF ACTION PAGA PENALTIES FOR FAILURE TO PROVIED ACCURATE ITEMIZED WAGE STATEMENTS

- 88. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 89. As set forth in this Complaint, Defendants violated and are liable pursuant to Labor Code sections 226 and 226.3 and the IWC Wage Orders for failure to provide accurate itemized wage statements to Plaintiff and aggrieved employees during the PAGA Period.
- 90. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

# FOURTEENTH CAUSE OF ACTION PAGA PENALTIES FOR FAILURE TO TIMELY PAY WAGES AT SEPARATION

- 91. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 92. As set forth in this Complaint, Defendants violated and are liable pursuant to Labor Code sections 201 through 203 and the IWC Wage Orders for failure to pay all wages owed to Plaintiff and aggrieved employees within the statutorily-proscribed timelines following termination of employment during the PAGA Period.
- 93. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

# FIFTEENTH CAUSE OF ACTION PAGA PENALTIES FOR FAILURE TO REIMBURSE BUSINESS EXPENESES

- 94. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 95. As set forth in this Complaint, Defendants violated and are liable pursuant to Labor

Code sections 2802 and 2804 and the IWC Wage Orders for failure to reimburse all necessary expenditures or losses incurred by Plaintiff and aggrieved employees in direct discharge of their employment duties during the PAGA Period.

96. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

# SIXTEENTH CAUSE OF ACTION PAGA PENALTIES FOR FAILURE TO PRODUCE EMPLOYMENT RECORDS

- 97. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 98. As set forth in this Complaint, Defendants violated and are liable pursuant to Labor Code sections 226, 432, 1198.5 and the IWC Wage Orders, including IWC Wage Order No. 5, for failure to provide all records upon request, as required by those statutes, to Plaintiff and aggrieved employees during the PAGA Period.
- 99. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

# SEVENTEENTH CAUSE OF ACTION PAGA PENALTIES FOR FAILURE TO MAINTAIN ACCURATE RECORDS

- 100. Plaintiff incorporates the preceding paragraphs of this Complaint.
- 101. Defendants violated Labor Code section 1174 and 1174.5 and the IWC Wage Orders, for failure to maintain accurate wage statement records, including all hours worked and wages paid at the appropriate rate to Plaintiff and aggrieved employees during the PAGA Period.
- 102. Plaintiff and aggrieved employees seek to recover all recoverable civil penalties and other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided.

#### Uploaded to the public domain on www.ferrarovega.com 1 VI. PRAYER FOR RELIEF 2 Plaintiff prays for judgment as follows: 3 A. For certification of this action as a class action: 4 B. For appointment of Plaintiff as the representative of the Class; 5 C. For appointment of counsel for Plaintiff as Class Counsel; 6 D. For injunctive relief; 7 E. For compensatory damages in an amount according to proof; 8 F. For all interest accrued to date: 9 G. For disgorgement of all amounts wrongfully obtained; 10 H. For this action to be maintained as a representative action under the PAGA and for 11 Plaintiff and his counsel to be provided with all enforcement capability as if the action were 12 brought by the California Division of Labor Standards Enforcement; 13 I. For recovery of civil penalties and other recoverable amounts under the PAGA; 14 J. For reasonable attorneys' fees and costs; 15 K. For such other relief the Court deems just and proper. 16 **COHELAN KHOURY & SINGER** Dated: January 23, 2020 17 FERRARO EMPLOYMENT LAW, INC. 18 19 By: Jeff/Geraci, Esq. 20 Attorneys for Plaintiff Alan Ramirez, individually and on behalf of others similarly situated 21 22 **DEMAND FOR JURY TRIAL** 23 Plaintiff demands a jury trial of all claims triable as of right by jury. 24 25 Dated: January 23, 2020 **COHELAN KHOURY & SINGER** FERRARO EMPLOYMENT LAW, INC. 26 27 Attorneys for Plaintiff Alan Ramirez, individually and 28 on behalf of others similarly situated

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