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8 *of California and Aggrieved Employees*

9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF ALAMEDA**

12 KAHLIL MARTIN, on behalf of the State of
California, and Aggrieved Employees,

13 *Plaintiff,*

14 v.

15 SALKHI PETROLEUM, INC.; SALKHI
16 FAMILY HOLDINGS, INC.; and DOES 1-100,
inclusive,

17 *Defendants.*

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

06/08/2022 at 04:28:50 PM

By: Cheryl Clark, Deputy Clerk

Case No.: **22CV012416**

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Kahlil Martin, on behalf of the State of California and Aggrieved Employees
2 (“Plaintiff”), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this California Labor Code Private Attorneys General Act (“PAGA”)
5 enforcement action against Defendants Salkhi Petroleum, Inc. (“Salkhi Petroleum”) and Salkhi Family
6 Holdings, Inc. (“Salkhi Family Holdings”) (collectively “Defendants”) on behalf of the State of
7 California to collect statutory penalties as a result of Defendants’ systematic violations of California
8 labor law with respect to Defendants’ non-exempt, hourly workers in California (the “Aggrieved
9 Employees”).

10 2. Plaintiff and the Aggrieved Employees are current and former non-exempt, hourly
11 workers who have worked for Defendants in California.¹

12 3. Upon information and belief, Salkhi Petroleum and Salkhi Family Holdings own and
13 operate gas stations throughout the State of California.

14 4. Plaintiff challenges Defendants’ policies and practices of (1) failing to authorize and
15 permit Plaintiff and the Aggrieved Employees to take meal and rest breaks to which they are entitled
16 by law and failing to make premium payments for those non-compliant meal and rest breaks; (2) failing
17 to pay Plaintiff and the Aggrieved Employees all minimum wages owed; (3) failing to pay Plaintiff
18 and the Aggrieved Employees overtime wages; (4) failing to compensate Plaintiff and the Aggrieved
19 Employees for all hours worked; (5) failing to provide Plaintiff and the Aggrieved Employees
20 accurate, itemized wage statements; and (6) failing to timely pay Plaintiff and the Aggrieved
21 Employees full wages earned during employment and upon termination or resignation.

22 5. Defendants regularly fail to provide Plaintiff and the Aggrieved Employees with timely,
23 legally compliant meal and rest breaks, yet Defendants do not provide Plaintiff and the Aggrieved
24 Employees with premium pay for missed, late and/or interrupted meal and rest breaks. Plaintiff and
25 the Aggrieved Employees are routinely denied compliant meal breaks for multiple reasons. Defendants
26 require that Plaintiff and the Aggrieved Employees clock out for thirty minutes for meal breaks, but
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

1 demand that they stay onsite and continue their work manning the cash register, making food for
2 customers, and/or restocking the shelves and freezer. Plaintiff and the Aggrieved Employees are often
3 too busy working to spare a few minutes to eat. Further, Defendants are often understaffed and cannot
4 relieve Plaintiff and the Aggrieved Employees from their duties. For example, Plaintiff frequently
5 worked the overnight shift for Defendants, during which he was the only employee on the premises,
6 requiring him to remain on duty the entire shift. When Plaintiff complained to Defendants that he
7 needed to eat, Defendants told him to eat while working. Due to the ongoing COVID-19 pandemic,
8 Plaintiff did not believe eating while on duty was safe or sanitary, so Plaintiff often refrained from
9 eating entirely, which caused him to go over eight hours without any food.

10 6. When Plaintiff and the Aggrieved Employees do attempt a meal break, such is untimely,
11 *i.e.*, does not occur before the fifth hour of work, and/or interrupted. When Plaintiff and the Aggrieved
12 Employees do get a chance to take a meal break, Defendants advise them to continue working while
13 doing so. Plaintiff's manager would watch Plaintiff and other Aggrieved Employees over the security
14 cameras and interrupt them to get back to work if they were seen taking a break. As a result, Plaintiff
15 and Aggrieved Employees are not provided duty-free, uninterrupted, and timely thirty-minute meal
16 periods during which they should be completely relieved of any duty, by the end of the fifth hour of
17 work.

18 7. In addition, for each day Plaintiff and the Aggrieved Employees work shifts of more
19 than ten hours, Defendants systematically deny Plaintiff and the Aggrieved Employees a compliant
20 second meal break using the same policies and practices that deny Plaintiff the Aggrieved Employees
21 their initial meal breaks as outline above. Similarly, Plaintiff and the Aggrieved Employees do not
22 receive requisite premium payments for these missed second meal breaks.

23 8. Further, Plaintiff and the Aggrieved Employees are routinely denied compliant rest
24 breaks. Much like the reasons that Plaintiff and the Aggrieved Employees are denied compliant meal
25 breaks, Plaintiff and the Aggrieved Employees do not receive compliant rest breaks because
26 Defendants demand that they remain on the jobsite to continue working, Defendants are too
27 understaffed for Plaintiff and the Aggrieved Employees to be relieved from their duties, and
28 Defendants interrupt rest breaks to advise Plaintiff and the Aggrieved Employees to complete tasks.

1 In fact, Defendants limited Plaintiff's rest breaks to the point that Plaintiff could not even excuse
2 himself from his work duties long enough to use the bathroom, which routinely caused Plaintiff to
3 continue working for hours despite desperately needing to relieve himself by going to the bathroom.

4 9. Defendants maintain a policy and/or practice of failing to properly compensate Plaintiff
5 and the Aggrieved Employees for work related tasks performed while "off-the-clock". This includes
6 but is not limited to Plaintiff and the Aggrieved Employees performing tasks after clocking out at the
7 end of their shift. For example, Plaintiff was often required to clock out the moment that his scheduled
8 shift ended, but would then be asked by Defendants to clean, empty out garbage, and/or remain fully
9 on duty until the employee coming in to relieve Plaintiff arrived. Plaintiff sometimes remained on duty
10 for up to an hour off-the-clock before another employee arrived to relieve him. This time spent
11 working off-the-clock goes unrecorded and therefore uncompensated.

12 10. As mentioned above, Defendants require Plaintiff and the Aggrieved Employees to
13 clock out for thirty-minute meal periods and second meal periods that they continue to work through.
14 This policy results in Plaintiff and the Aggrieved Employees working up to an hour of unpaid, off-
15 the-clock work every shift. Defendants' policy causes Plaintiff and the Aggrieved Employees to work
16 hours every week for the benefit of Defendants without any compensation.

17 11. Throughout the relevant time period, Plaintiff and the Aggrieved Employees have been
18 denied proper payment for all hours worked, including overtime and minimum wages, for the time
19 spent off-the-clock. For instance, Plaintiff and the Aggrieved Employees do not receive overtime
20 compensation for time spent working off-the-clock after their shift or for time spent working during
21 noncompliant meal periods when the hours worked are in excess of eight (8) hours per day and forty
22 (40) hours per week. However, Defendants fail to pay for any of this work time, including the required
23 overtime premiums, in violation of the California Labor Code.

24 12. As a result of the above violations, Defendants fail to provide Plaintiff and the
25 Aggrieved Employees with accurate, itemized wage statements. Defendants have also failed to pay all
26 wages due during employment and upon separation, when the Aggrieved Employees, like Plaintiff,
27 voluntarily or involuntarily terminated their employment with Defendants.

28 13. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable

1 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
2 Private Attorneys General Act ("PAGA").

3 **PARTIES**

4 14. Plaintiff and the Aggrieved Employees are current and former non-exempt, hourly
5 employees for Defendants in California. Defendants employ and/or employed Plaintiff and the
6 Aggrieved Employees.

7 15. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
8 Complaint was a resident of the State of California.

9 16. Plaintiff was employed by Defendants as a non-exempt retail associate from
10 approximately May 2021 to approximately August 2021.

11 17. Plaintiff is informed, believes, and thereon alleges that Salkhi Petroleum is a California
12 corporation headquartered in San Leandro, California. Salkhi Petroleum is registered to do business
13 in California, does business in California and employs and employed hourly, non-exempt employees,
14 including Plaintiff and the Aggrieved Employees in California. Salkhi Petroleum may be served with
15 process by serving its registered agent, Arash Salkhi, 1777 Abram Ct., #1678, San Leandro, California
16 94577.

17 18. Plaintiff is informed, believes, and thereon alleges that Salkhi Family Holdings is a
18 California corporation headquartered in San Leandro, California. Salkhi Family Holdings is registered
19 to do business in California, does business in California and employs and employed hourly, non-
20 exempt employees, including Plaintiff and the Aggrieved Employees in California. Salkhi Family
21 Holdings may be served with process by serving its registered agent, Ali Salkhi, 1777 Abram Ct.,
22 #1678, San Leandro, California 94577.

23 19. Plaintiff is informed, believes, and thereon alleges that Defendants jointly employ
24 and/or employed the Aggrieved Employees, among other hourly employees, in this county and
25 throughout the state of California.

26 20. Defendants employ and/or employed Plaintiff and the Aggrieved Employees because
27 Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices,
28 and daily work of Plaintiff and the Aggrieved Employees.

21. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercise control over Plaintiff and the Aggrieved Employees with respect to their employment.

22. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

23. The true names and capacities, whether individual, corporate, associate, or otherwise, of DOES 1-100, inclusive, are unknown to Plaintiff, who therefore sues the DOE Defendants by fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously named Defendants is responsible in some manner for the occurrences and violations as herein alleged. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained. Defendants and DOES 1-100 are jointly and severally liable for the civil penalties asserted.

24. At all relevant times, Defendants have done business under the laws of California, have had places of business in California, including in this judicial district, and have employed the Aggrieved Employees in this judicial district. Defendants are “persons” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code § 17201. Defendants are also “employers” as that term is used in the Labor Code and IWC Wage Orders.

JURISDICTION AND VENUE

25. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393(a) and/or 395(a). Defendants conduct business and employ Aggrieved Employees in this County. A substantial portion of the events giving rise to these causes of action occurred in this County.

26. This Court has jurisdictions over Plaintiff's claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendants because they are companies authorized to do business in the State of California, and because Defendants in fact do business and employ workers in the State of California.

1 **FACTUAL ALLEGATIONS**

2 27. Plaintiff worked for Defendants as a retail associate in Vallejo, California from
3 approximately May 2021 until approximately August 2021. Plaintiff's primary duties included but
4 were not limited stocking shelves, working the cash register, making food and coffee, and cleaning
5 the store. Plaintiff was classified as an hourly, non-exempt employee and was paid an hourly rate of
6 \$14.00. When Plaintiff worked the night shift, he was paid an hourly rate of \$15.00.

7 28. Like Mr. Martin, the Aggrieved Employees are current and former non-exempt
8 employees of Defendants in California. Plaintiff is informed, believes, and thereon alleges that the
9 Aggrieved Employees perform work similar to Plaintiff, in that they support the operations of gas
10 stations and convenience stores. Defendants pay the Aggrieved Employees, including Plaintiff, on an
11 hourly rate basis.

12 29. Plaintiff is informed, believes, and thereon alleges that the policies and practices of
13 Defendants have at all relevant times been similar for Plaintiff and the Aggrieved Employees,
14 regardless of particular job assignment or facility location in California.

15 30. Aggrieved Employees are required to follow and abide by common work, time, and pay
16 policies and procedures in the performance of their jobs and duties.

17 31. At the end of each pay period, the Aggrieved Employees receive wages from Defendants
18 that are determined by common systems and methods that Defendants select and control.

19 32. Defendants regularly fail to provide Plaintiff and the Aggrieved Employees with timely,
20 legally compliant meal and rest breaks, yet Defendants do not provide Plaintiff and the Aggrieved
21 Employees with premium pay for missed, late and/or interrupted meal and rest breaks. Plaintiff and
22 the Aggrieved Employees are routinely denied compliant meal breaks for multiple reasons. Defendants
23 require that Plaintiff and the Aggrieved Employees clock out for thirty minutes for meal breaks, but
24 demand that they stay onsite and continue their work manning the cash register, making food for
25 customers, and/or restocking the shelves and freezer. Plaintiff and the Aggrieved Employees are often
26 too busy working to spare a few minutes to eat. Further, Defendants are often understaffed and cannot
27 relieve Plaintiff and the Aggrieved Employees from their duties. For example, Plaintiff frequently
28 worked the overnight shift for Defendants, during which he was the only employee on the premises,

1 requiring him to remain on duty the entire shift. When Plaintiff complained to Defendants that he
2 needed to eat, Defendants told him to eat while working. Due to the ongoing COVID-19 pandemic,
3 Plaintiff did not believe eating while on duty was safe or sanitary, so Plaintiff often refrained from
4 eating entirely, which caused him to go over eight hours without any food.

5 33. When Plaintiff and the Aggrieved Employees do attempt a meal break, such is untimely,
6 *i.e.*, does not occur before the fifth hour of work, and/or interrupted. When Plaintiff and the Aggrieved
7 Employees do get a chance to take a meal break, Defendants advise them to continue working while
8 doing so. Plaintiff's manager would watch Plaintiff and the Aggrieved Employees over the security
9 cameras and interrupt them to get back to work if they were seen taking a break. As a result, Plaintiff
10 and the Aggrieved Employees are not provided duty-free, uninterrupted, and timely thirty-minute meal
11 periods during which they should be completely relieved of any duty, by the end of the fifth hour of
12 work.

13 34. In addition, for each day Plaintiff and the Aggrieved Employees work shifts of more
14 than ten hours, Defendants systematically deny Plaintiff and the Aggrieved Employees a compliant
15 second meal break using the same policies and practices that deny Plaintiff the Aggrieved Employees
16 their initial meal breaks as outline above. Similarly, Plaintiff and the Aggrieved Employees do not
17 receive requisite premium payments for these missed second meal breaks.

18 35. Further, Plaintiff and the Aggrieved Employees are routinely denied compliant rest
19 breaks. Much like the reasons that Plaintiff and the Aggrieved Employees are denied compliant meal
20 breaks, Plaintiff and the Aggrieved Employees do not receive compliant rest breaks because
21 Defendants demand that they remain on the jobsite to continue working, Defendants are too
22 understaffed for Plaintiff and the Aggrieved Employees to be relieved from their duties, and
23 Defendants interrupt rest breaks to advise Plaintiff and the Aggrieved Employees to complete tasks.
24 In fact, Defendants limited Plaintiff's rest breaks to the point that Plaintiff could not even excuse
25 himself from his work duties long enough to use the bathroom, which routinely caused Plaintiff to
26 continue working for hours despite desperately needing to relieve himself by going to the bathroom.

27 36. Plaintiff is informed, believes, and thereon alleges that the same meal and rest period
28 policies and practices are in place across Defendants' facilities throughout California.

1 37. Additionally, Defendants maintain a policy and/or practice of failing to properly
2 compensate Plaintiff and the Aggrieved Employees for work related tasks performed while “off-the-
3 clock”. This includes but is not limited to Plaintiff the Aggrieved Employees performing tasks after
4 clocking out at the end of their shift. For example, Plaintiff was often required to clock out the moment
5 that his scheduled shift ended, but would then be asked by Defendants to clean, empty out garbage,
6 and/or remain fully on duty until the employee coming in to relieve Plaintiff arrived. Plaintiff
7 sometimes remained on duty for up to an hour off-the-clock before another employee arrived to relieve
8 him. This time spent working off-the-clock goes unrecorded and therefore uncompensated

9 38. As mentioned above, Defendants require Plaintiff and the Aggrieved Employees to
10 clock out for thirty-minute meal periods and second meal periods that they continue to work through.
11 This policy results in Plaintiff and the Aggrieved Employees working up to an hour of unpaid, off-
12 the-clock work every shift. Defendants’ policy causes Plaintiff and the Aggrieved Employees to work
13 hours every week for the benefit of Defendants without any compensation.

14 39. Throughout the relevant time period, Plaintiff and the Aggrieved Employees have been
15 denied proper payment for all hours worked, including overtime and minimum wages, for the time
16 spent off-the-clock. For instance, Plaintiff and the Aggrieved Employees do not receive overtime
17 compensation for time spent working off-the-clock after their shift or for time spent working during
18 noncompliant meal periods when the hours worked are in excess of eight (8) hours per day and forty
19 (40) hours per week. However, Defendants fail to pay for any of this work time, including the required
20 overtime premiums, in violation of the California Labor Code.

21 40. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
22 denied compensation for all hours worked, including minimum wages and overtime.

23 41. Plaintiff is informed, believes, and thereon alleges that Defendants utilize the same or
24 substantially similar timekeeping mechanisms throughout all their facilities in California.

25 42. Defendants’ common course of wage-and-hour abuse includes routinely failing to
26 maintain true and accurate records of the hours worked by Plaintiff and the Aggrieved Employees.
27 Defendants have failed to record hours that Plaintiff and the Aggrieved Employees worked off-the-
28 clock, as well as non-compliant meal and rest periods.

43. Defendants do not provide Plaintiff and the Aggrieved Employees with accurate wage statements as required by California law. Plaintiff and the Aggrieved Employees receive wage statements that do not reflect all hours worked, premium pay for missed meal and rest periods, and applicable overtime premiums.

44. Defendants do not provide Plaintiff and the Aggrieved Employees with full payment of all wages owed upon separation from employment. At the time their employment ends, Plaintiff and the Aggrieved Employees are owed wages and premium pay for all time worked, overtime, and missed meal and rest breaks, whether their termination was voluntary or involuntary; yet Defendants have failed to provide Plaintiff and the Aggrieved Employees with such payments. As a result, and pursuant to the California Labor Code, Defendants are subject to waiting time penalties.

45. Plaintiff is informed, believes, and thereon alleges that Defendants are well aware that their policies and practices deprive Plaintiff and the Aggrieved Employees of substantial pay for all time worked, including overtime compensation and minimum wages, and that their workers do not receive legally compliant meal and rest periods. Thus, Defendants' denial of wages, compliant meal and rest periods, and premium payments is and/or was deliberate and willful.

46. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct has been widespread, repeated, and consistent as to the Aggrieved Employees and throughout Defendants' operations in California.

47. Defendant's conduct was willful, carried out in bad faith, and triggers significant civil penalties in an amount to be determined at trial.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

for Violations of Cal. Lab. §§ 226.7 and 512

(Meal Periods)

(Against All Defendants)

48. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

49. Plaintiff and the Aggrieved Employees are routinely denied timely, full, off-duty meal

1 periods. As a matter of policy, Defendants require Plaintiff and Aggrieved Employees to remain on
2 duty during their scheduled shifts, including while clocked out for meal periods, and do not
3 compensate Aggrieved Employees for work performed while clocked out for meal periods. As a result
4 of Defendants' policies and practices, Aggrieved Employees are routinely denied the opportunity to
5 take legally compliant meal breaks. Plaintiff is informed, believes, and thereon alleges that this policy
6 and practice applies to all Aggrieved Employees.

7 50. Defendants do not pay Plaintiff and the Aggrieved Employees one hour of premium pay
8 for the missed or noncompliant meal breaks.

9 51. Cal. Lab. Code §§ 226.7 and 512 and the applicable Wage Orders require Defendants
10 to authorize and permit meal periods to their employees. Cal. Lab. Code §§ 226.7 and 512 and the
11 applicable Wage Orders prohibit employers from employing an employee for more than five hours
12 without a meal period of not less than thirty minutes. Unless the employee is relieved of all duty during
13 the thirty-minute meal period, the employee is considered "on duty" and the meal period is counted as
14 time worked under the applicable Wage Orders.

15 52. Cal. Lab. Code § 512(a) provides:

16 An employer shall not employ an employee for a work period of more than five hours
17 per day without providing the employee with a meal period of not less than 30 minutes,
18 except that if the total work period per day of the employee is no more than six hours,
19 the meal period may be waived by mutual consent of both the employer and employee.
20 An employer shall not employ an employee for a work period of more than 10 hours
per day without providing the employee with a second meal period of not less than 30
minutes, except that if the total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the employee only if the
first meal period was not waived

21 53. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer who
22 fails to authorize, permit, and/or make available a required meal period must, as compensation, pay
23 the employee one hour of pay at the employee's regular rate of compensation for each workday that
24 the meal period was not authorized and permitted.

25 54. Despite these requirements, Defendants knowingly and willfully refuse to perform their
26 obligation to authorize and permit and/or make available to Plaintiff and Aggrieved Employees the
27 ability to take the off-duty meal periods to which they are entitled. Defendants have also failed to pay
28 Plaintiff and Aggrieved Employees one hour of pay for each off-duty meal period that they were

1 denied. Defendants' conduct described herein violates Cal. Lab. Code §§ 226.7 and 512.

2 55. On information and belief, Defendants' conduct has been substantially the same at all
3 relevant times throughout the state of California.

4 56. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
5 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
6 not provide a civil penalty if, at the time of the violation, the employer employs one or more
7 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
8 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
9 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
10 employees.

11 57. Plaintiff seeks to recover civil penalties from Defendants for their violations of the meal
12 period requirements of Cal. Lab. Code §§ 226.7 and 512 throughout California on behalf of himself,
13 the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(g)(i).

14 58. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
15 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
16 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §§ 512
17 and 558(a).

18 59. On March 22, 2022, Plaintiff gave written notice to the Labor and Workforce
19 Development Agency ("LWDA") and to Defendants of his intent to pursue civil penalties for
20 Defendants' violations of the meal period requirements of Cal. Lab. Code §§ 226.7, 512, and 558
21 pursuant to the PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice, yet,
22 Plaintiff has not received a response from the LWDA or Defendants. Accordingly, pursuant to Cal.
23 Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence a PAGA
24 action.

25 60. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
26 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
27 of attorneys' fees and costs as set forth below.

28 61. Wherefore, Plaintiff requests relief as hereinafter provided.

1 ability to take the off-duty rest periods to which they are entitled. Defendants have also failed to pay
2 Plaintiff and Aggrieved Employees one hour of pay for each off-duty rest period that they were denied.
3 Defendants' conduct described herein violates Cal. Lab. Code § 226.7.

4 68. On information and belief, Defendants' conduct has been substantially the same at all
5 relevant times throughout the state of California.

6 69. Cal. Lab. § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each
7 Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does not
8 provide a civil penalty if, at the time of the violation, the employer employs one or more employees.
9 Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each Aggrieved
10 Employee per pay period for each subsequent violation of a Labor Code provision that does not
11 provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

12 70. Plaintiff seeks to recover civil penalties from Defendants for their violations of the rest
13 break requirements of Cal. Lab. Code § 226.7 throughout California on behalf of himself, the State of
14 California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(g)(i).

15 71. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
16 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
17 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code § 558(a).

18 72. On March 22, 2022, Plaintiff gave written notice to the Labor and Workforce
19 Development Agency ("LWDA") and to Defendants of his intent to pursue civil penalties for
20 Defendants' violations of the meal period and rest break requirements of Cal. Lab. Code §§ 226.7 and
21 558(a) pursuant to the PAGA. Over 65 days have passed since Plaintiff provided the LWDA with
22 notice, yet, Plaintiff has not received a response from the LWDA or Defendants. Accordingly,
23 pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to
24 commence a PAGA action.

25 73. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
26 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
27 of attorneys' fees and costs as set forth below.

28 74. Wherefore, Plaintiff requests relief as hereinafter provided.

1 **THIRD CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **for Violations of Cal. Lab. Code §§ 204, 1194, and 1198**

4 **(Failure to Pay for all Hours Worked)**

5 **(Against All Defendants)**

6 75. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
7 herein.

8 76. Plaintiff alleges that Defendants willfully engaged and continue to engage in a policy
9 and practice of not compensating Aggrieved Employees for all hours worked or spent in Defendants'
10 control. Defendants regularly require Aggrieved Employees to perform uncompensated off-the-clock
11 work.

12 77. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
13 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
14 commission basis or method of calculation."

15 78. Cal. Lab. Code § 204(a) provides that "[a]ll wages ... earned by any person in any
16 employment are due and payable twice during each calendar month...."

17 79. Cal. Lab. Code § 1194(a) provides as follows:

18 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
19 than the legal minimum wage or the legal overtime compensation applicable to the
20 employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys' fees, and costs of suit.

21 80. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
22 conditions that violate the Wage Order.

23 81. IWC Wage Orders, 4-2001(2)(K) 7-2001(2)(K), and 9-2001(2)(G) defines hours
24 worked as "the time during which an employee is subject to the control of an employer, and includes
25 all the time the employee is suffered or permitted to work, whether or not required to do so."

26 82. In violation of California law, Defendants knowingly and willfully refuse to provide
27 Aggrieved Employees with compensation for all time worked. Defendants intentionally and willfully
28 require Plaintiff and Aggrieved Employees to remain on duty during their scheduled shifts, including

1 during rest breaks and while clocked out for meal periods. As a result of Defendants' policies and
2 practices, Aggrieved Employees are routinely denied the opportunity to take legally compliant meal
3 and rest breaks without compensation and are further denied the overtime premiums resulting from
4 the additional off-the-clock work performed during meal breaks. In addition, Plaintiff and Aggrieved
5 Employees are also regularly required to work off-the-clock, time which Defendants neither record
6 nor compensate them for. Defendants do not account for this off-the-clock work when compensating
7 Plaintiff and Aggrieved Employees, resulting in widespread under-compensation of Aggrieved
8 Employees.

9 83. Therefore, Defendants committed, and continue to commit, the acts alleged herein
10 knowingly and willfully, and in conscious disregard of the Aggrieved Employees' rights.

11 84. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
12 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
13 not provide a civil penalty if, at the time of the violation, the employer employs one or more
14 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
15 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
16 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
17 employees.

18 85. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay for all
19 hours worked in violation of Cal. Lab. Code §§ 204, 1194, and 1198 throughout California on behalf
20 of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code §
21 2699(f).

22 86. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
23 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
24 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code § 558(a).

25 87. On March 22, 2022, Plaintiff gave written notice to the LWDA and to Defendants of his
26 intent to pursue civil penalties for Defendants' failure to pay for all hours worked in violation of Cal.
27 Lab. Code §§ 204, 558(a), and 1194 pursuant to the PAGA. Over 65 days have passed since Plaintiff
28 provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA or

1 Defendants. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
2 administrative prerequisites to commence a PAGA action.

3 88. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
4 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
5 of attorneys' fees and costs as set forth below.

6 89. Wherefore, Plaintiff requests relief as hereinafter provided.

7 **FOURTH CAUSE OF ACTION**

8 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

9 **for Violations of Cal. Lab. Code §§ 1182.12, 1194, and 1197**

10 **(Failure to Pay Minimum Wage)**

11 **(Against All Defendants)**

12 90. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 91. Defendants fail to compensate Plaintiff and Aggrieved Employees with at least the
15 minimum wage for all hours worked or spent in Defendants' control because they pay Plaintiff and
16 the Aggrieved Employees at nominal rates at or just above the required California minimum, and when
17 the required premium payments for missed breaks, wages for off-the-clock work, and overtime wages
18 are factored in, the actual rate of pay often drops below the required California minimum.

19 92. Cal. Lab. Code § 1182.12 provides, in relevant part:

20 (a) Notwithstanding any other provision of this part, on and after July 1, 2014, the
21 minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and
22 on and after January 1, 2016, the minimum wage for all industries shall be not less than
23 ten dollars (\$10) per hour.

24 (b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be
25 less than the amounts set forth in this subdivision, except when the scheduled increases
26 in paragraphs (1) and (2) are temporarily suspended under subdivision (d).

27 (1) For any employer who employs 26 or more employees, the minimum wage shall be
28 as follows:

...

(D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars
(\$13) per hour.

(E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars
(\$14) per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(2) For any employer who employs 25 or fewer employees, the minimum wage shall be as follows:

...

(C) From January 1, 2020, to December 31, 2020, inclusive,—twelve dollars (\$12) per hour.

(D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen dollars (\$13) per hour.

(E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen dollars (\$14) per hour.

(F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(3) For purposes of this subdivision, “employer” means any person who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person. For purposes of this subdivision, “employer” includes the state, political subdivisions of the state, and municipalities.

93. IWC Wage Orders, 4-2001(2)(K) 7-2001(2)(K), and 9-2001(2)(G) define hours worked as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

94. Cal. Lab. Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.

95. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

96. Because of Defendants’ policies and practices with regard to compensating Plaintiff and Aggrieved Employees, Defendants have failed to pay minimum wages as required by law. Plaintiff and the Aggrieved Employees frequently perform work for which they are compensated below the statutory minimum wage, as determined by the IWC.

97. Cal. Lab. Code § 1194.2 provides that, in any action under § 1194 to recover wages because of the payment of a wage less than minimum wage fixed by an order of the commission, an employer shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

98. California law further requires that employers pay their employees for all hours worked

1 at the statutory or agreed upon rate. No part of the rate may be used as a credit against a minimum
2 wage obligation.

3 99. By failing to maintain adequate time records as required by Cal. Lab. Code §1174(d)
4 and IWC Wage Orders 4-2001, 7-2011 and 9-2001, Defendants have made it difficult to calculate the
5 minimum wage compensation due to Plaintiff and Aggrieved Employees.

6 100. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
7 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
8 not provide a civil penalty if, at the time of the violation, the employer employs one or more
9 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
10 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
11 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
12 employees.

13 101. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay
14 minimum wages in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California on
15 behalf of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code
16 § 2699(f).

17 102. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
18 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
19 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code § 558(a).

20 103. On March 22, 2022, Plaintiff gave written notice to the LWDA and to Defendants of his
21 intent to pursue civil penalties for Defendants' failure to pay minimum wages in violation of Cal. Lab.
22 Code §§ 558(a) and 1194 pursuant to the PAGA. Over 65 days have passed since Plaintiff provided
23 the LWDA with notice, yet, Plaintiff has not received a response from the LWDA or Defendants.
24 Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the administrative
25 prerequisites to commence a PAGA action.

26 104. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
27 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
28 of attorneys' fees and costs as set forth below.

105. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

**Penalties Pursuant to Cal. Lab. Code § 2699(f)
for Violations of Cal. Lab. Code §§ 510 and 1194
(Failure to Pay Overtime Wages)
(Against All Defendants)**

106. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

107. Defendants do not properly compensate Aggrieved Employees with appropriate overtime premiums, including time and a half premiums based on their regular rate of pay, as required by California law.

108. Cal. Lab. Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

109. Cal. Lab. Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

110. Cal. Lab. Code § 200 defines wages as "all amounts of labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

111. Defendants' policies and practices of requiring Aggrieved Employees to perform work off-the-clock are unlawful and results in overtime violations. As a result of these unlawful policies and practices, Aggrieved Employees have worked overtime hours for Defendants without being paid overtime premiums in violation of the Labor Code, the applicable IWC Wage Orders, and other

1 applicable law.

2 112. Defendants knowingly and willfully refused to perform their obligations to compensate
3 Aggrieved Employees for all premium wages for overtime work.

4 113. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
5 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
6 not provide a civil penalty if, at the time of the violation, the employer employs one or more
7 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
8 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
9 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
10 employees.

11 114. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay overtime
12 wages in violation of Cal. Lab. Code §§ 510 and 1194 and the applicable wage orders throughout
13 California on behalf of himself, the State of California, and other Aggrieved Employees pursuant to
14 Cal. Lab. Code § 2699(f).

15 115. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
16 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
17 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §§ 510
18 and 558(a).

19 116. On March 22, 2022, Plaintiff gave written notice to the LWDA and to Defendants of his
20 intent to pursue civil penalties for Defendants' failure to pay overtime wages in violation of Cal. Lab.
21 Code §§ 510, 558(a), and 1194 pursuant to the PAGA. Over 65 days have passed since Plaintiff
22 provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA or
23 Defendants. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
24 administrative prerequisites to commence a PAGA action.

25 117. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
26 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
27 of attorneys' fees and costs as set forth below.

28 118. Wherefore, Plaintiff requests relief as hereinafter provided.

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an award of costs and reasonable attorney's fees.

124. Due to the failure to pay one hour of premium pay to Plaintiff and the Aggrieved Employees for each missed or noncompliant meal or rest period, along with the off-the-clock work, and overtime violations, the wage statements Defendants provide their employees, including the Aggrieved Employees, do not reflect the actual gross wages earned, actual net wages earned, or actual hours worked. Accordingly, Defendants have knowingly and willfully failed to provide timely, accurate itemized wage statements to Plaintiff and the Aggrieved Employees in accordance with Cal. Lab. Code § 226 and the IWC Wage Orders.

125. On information and belief, Defendants' conduct has been substantially the same at all relevant times throughout the state of California.

126. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself or himself and other current or former employees pursuant to the procedures set forth in Cal. Lab. Code § 2699.3. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees.

127. Plaintiff seeks to recover civil penalties from Defendants pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226(e). Plaintiff seeks such penalties as an alternative to the penalties available under Cal. Lab. Code § 226(e), as prayed for herein.

128. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §§ 226.3 and 558(a).

129. On March 22, 2022, Plaintiff gave written notice to the LWDA and to Defendants of his

1 intent to pursue civil penalties for Defendants' failure to provide accurate, itemized wage statements
2 in violation of Cal. Lab. Code §§ 226 and 558(a) pursuant to the PAGA. Over 65 days have passed
3 since Plaintiff provided the LWDA with notice, yet, Plaintiff has not received a response from the
4 LWDA or Defendants. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied
5 the administrative prerequisites to commence a PAGA action.

6 130. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
7 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
8 of attorneys' fees and costs as set forth below.

9 131. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **SEVENTH CAUSE OF ACTION**

11 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

12 **for Violations of Cal. Lab. Code §§ 201-203 (Waiting Time Penalties)**

13 **(Against All Defendants)**

14 132. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 133. Defendants do not provide Plaintiff and the Aggrieved Employees with their wages
17 when due under California law after their employment with Defendants ends, as a result of the meal
18 and rest break, off-the-clock work, and overtime violations set forth above and Defendants' failure to
19 provide premium pay for the missed breaks.

20 134. Cal. Lab. Code § 201 provides:

21 If an employer discharges an employee, the wages earned and unpaid at the time of
22 discharge are due and payable immediately.

23 135. Cal. Lab. Code § 202 provides:

24 If an employee not having a written contract for a definite period quits his or her
25 employment, his or her wages shall become due and payable not later than 72 hours
26 thereafter, unless the employee has given 72 hours previous 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.

27 136. Cal. Lab. Code § 203 provides, in relevant part:

28 If an employer willfully fails to pay, without abatement or reduction, in accordance

with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

137. Plaintiff and the Aggrieved Employees have left their employment with Defendants during the statutory period, at which time Defendants owed them unpaid wages for premium pay for missed or noncompliant meal and rest periods.

138. Defendants willfully refused and continue to refuse to pay Plaintiff and the Aggrieved Employees all the wages that are due and owing them, in the form of meal and rest period premium pay and other wages due and owing, upon the end of their employment. As a result of Defendants' actions, Plaintiff and the Aggrieved Employees have suffered and continue to suffer substantial losses, including lost earnings, and interest.

139. Defendants' willful failure to pay Plaintiff and the Aggrieved Employees the wages due and owing them constitutes a violation of Cal. Lab. Code §§ 201-203. In addition, § 203 provides that an employee's wages will continue as a penalty up to thirty days from the time the wages were due. Plaintiff seeks to recover PAGA penalties, costs, and attorneys' fees pursuant to this section.

140. On information and belief, Defendants' conduct has been substantially the same at all relevant times throughout the state of California.

141. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself or herself and other current or former employees pursuant to the procedures set forth in Cal. Lab. Code § 2699.3. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees.

142. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 in the amounts established by Cal. Lab. Code § 203.

1 Plaintiff seeks such penalties as an alternative to the penalties available under Cal. Lab. Code § 203,
2 as prayed for herein.

3 143. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
4 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
5 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §§ 256
6 and 558(a).

7 144. On March 22, 2022, Plaintiff gave written notice to the LWDA and to Defendants of his
8 intent to pursue civil penalties for Defendants' failure to pay wages when due after the end
9 employment with Defendants in violation of Cal. Lab. Code §§ 201-203 and 558(a) pursuant to the
10 PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice, yet, Plaintiff has
11 not received a response from the LWDA or Defendants. Accordingly, pursuant to Cal. Lab. Code §
12 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence a PAGA action.

13 145. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
14 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
15 of attorneys' fees and costs as set forth below.

16 146. Wherefore, Plaintiff requests relief as hereinafter provided.

17
18 **PRAYER FOR RELIEF**

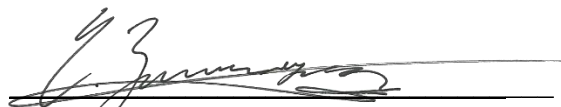
19 **WHEREFORE**, Plaintiff prays for relief as follows:

- 20 1. For the Court to declare, adjudge, and decree that Defendants have violated the
21 California Labor Code as alleged herein;
- 22 2. For an order awarding the State of California, Plaintiff, and the Aggrieved Employees
23 civil penalties provided under the PAGA;
- 24 3. For interest on penalties awarded as provided by applicable law;
- 25 4. For an award of reasonable attorneys' fees;
- 26 5. For all costs of suit; and
- 27 6. For such other and further relief as this Court deems just and proper.
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Respectfully Submitted,

Date: June 8, 2022



Carolyn H. Cottrell

Ori Edelstein

Eugene Zinovyev

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

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