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ATTORNEYS FOR PLAINTIFF

Assigned for All Purposes
Judge Peter Wilson
CX-102

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

ELIAS KASER, an individual, in his
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiffs,

vs.

AVIATION CONSULTANTS, INC. a
California Corporation; ACI JET ORANGE
COUNTY, LLC, a Limited Liability Company;
ACI JET SLO COUNTY, LLC, a Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No. **30-2021-01191204-CU-OE-CXC**

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. VIOLATIONS OF THE PRIVATE
ATTORNEY GENERAL ACT AT
LABOR CODE SETIONS 2698 *ET SEQ.*

DEMAND FOR JURY TRIAL

1 Plaintiff ELIAS KASER (“PLAINTIFF”) an individual, in his representative capacity on behalf
2 of the himself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES,
3 defined *supra*, against AVIATION CONSULTANTS, INC., ACI JET ORANGE COUNTY, LLC, and
4 ACI JET SLO COUNTY, LLC (“DEFENDANTS”), alleges on information and belief, except for his
5 own acts and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this representative action pursuant to the Private Attorneys General
8 Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former
9 aggrieved employees of DEFENDANTS for engaging in a pattern and practice of wage and hour
10 violations under the California Labor Code.

11 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
12 decreased their employment-related costs by systematically violating California wage and hour laws.

13 3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations
14 toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

- 15 a. Failure to provide compliant meal and rest periods;
- 16 b. Failure to allow employees to take duty-free, off-the-premises rest periods;
- 17 c. Failure to pay all minimum, regular and overtime wages;
- 18 d. Failure to pay the correct rate of overtime pay;
- 19 e. Failure to provide suitable seating;
- 20 f. Failure to maintain true and accurate records;
- 21 g. Failure to provide accurate itemized wage statements; and
- 22 h. Failure to timely pay wages due during, and upon termination of employment.

23 4. PLAINTIFF brings this representative action against DEFENDANTS on behalf of himself
24 and all other aggrieved employees of DEFENDANTS in California seeking all civil penalties and
25 unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

26 5. PLAINTIFF reserves the right to name additional representatives throughout the State of
27 California.

THE PARTIES

6. Defendant AVIATION CONSULTANTS, INC. (“Defendant ACI”) is a California Corporation and at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California. Defendant ACI JET ORANGE COUNTY, LLC (“Defendant ACI OC”) is a Limited Liability Company and at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California. Defendant ACI JET SLO COUNTY, LLC (“Defendant ACI SLO”) is a Limited Liability Company and at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

7. Defendant ACI, Defendant ACI OC, and Defendant ACI SLO were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers for the conduct alleged herein and collectively referred to herein as “DEFENDANTS”.

8. DEFENDANTS, doing business as “ACI Jet,” are an aircraft management and private jet charter provider.

9. PLAINTIFF was employed by DEFENDANTS in California as a non-exempt employee entitled to minimum wages, overtime pay and meal and rest periods from November of 2018 to March of 2020. PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANTS as a non-exempt employee paid on an hourly basis.

10. PLAINTIFF brings this action in his representative capacity on behalf of the State of California and on behalf of all of DEFENDANTS’ current and former non-exempt employees employed in California who suffered one or more Labor Code violations enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who worked for DEFENDANTS between April 6, 2019 and the present (“PAGA PERIOD”).

11. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code § 2699(c) because she was employed by DEFENDANTS and suffered one or more of the alleged Labor Code violations committed by DEFENDANTS.

12. PLAINTIFF and all other AGRIEVED EMPLOYEES are, and at all relevant times were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

13. Each of the fictitiously named defendants participated in the acts alleged in this Complaint. The true names and capacities of the defendants named as DOES 1 THROUGH 50, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts alleged in this Complaint.

14. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively “DEFENDANTS”), were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

15. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of PLAINTIFF's employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JOINT EMPLOYER

16. The Private Attorney General Act (“PAGA”), permits an aggrieved employee to enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

17. Section 558 of the California Labor Code provides that “any employer *or other person* acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).);

1 18. Section 1197.1 of the Labor Code provides that “[a]ny employer or other person acting
2 either individually or as an officer, agent, or employee of another person, who pays or causes to be paid
3 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
4 of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

5 19. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that
6 a corporate employer’s owners, officers and directors, are subject to civil penalties for the employer’s
7 failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1 does
8 not depend on a finding of an alter ego, no alter ego allegations or findings are necessary. *Atempa v.*
9 *Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v. Cjaders Food, Inc.* (2009
10 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112, 1145-1146.

11 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and each
12 of them, are subject to civil penalties for their failure to pay PLAINTIFF and the aggrieved employees
13 the appropriate wages as complained of herein and proximately caused the complaints, injuries, and
14 damages alleged herein.

15 21. At all relevant times, each Defendant, whether named or fictitious, was the agent,
16 employee or other person acting on behalf of each other Defendant, and, in participating in the acts
17 alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts
18 of the other.

19 22. Each Defendant, whether named or fictitious, exercised control over PLAINTIFF’s
20 wages, working hours, and/or working conditions.

21 23. Each Defendant, whether named or fictitious, acted in all respects pertinent to this action
22 as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or policy, and the
23 acts of each Defendant are legally attributable to the other DEFENDANTS.

24 **JURISIDICITION AND VENUE**

25 1. This Court has jurisdiction over this Action pursuant to California Code of Civil
26 Procedure, Section 410.10. This Court has jurisdiction over PLAINTIFF’s claims for civil penalties
27 under the Private Attorney General Act of 2004, California Labor Code §2698, *et seq.*

1 24. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
2 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County,
3 and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities
4 in this County and/or conducts substantial business in this County, and (ii) committed the wrongful
5 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

6 **THE CONDUCT**

7 25. In violation of the applicable sections of the California Labor Code and the requirements
8 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
9 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
10 complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other
11 AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES for all time worked, and failed to issue to PLAINTIFF and the
13 AGGRIEVED EMPLOYEES with accurate itemized wage statements showing, among other things,
14 the correct time and overtime worked, including, work performed in excess of eight (8) hours in a
15 workday and/or forty (40) hours in any workweek, and the correct penalty payments or missed meal
16 and rest periods. DEFENDANTS' uniform policies and practices are intended to purposefully avoid
17 the accurate and full payment for all time worked as required by California law which allows
18 DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the
19 law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
20 DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

21 **A. Meal Period Violations**

22 26. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
23 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the
24 time during which an employee is subject to the control of an employer, including all the time the
25 employee is suffered or permitted to work. From time-to-time during the PAGA PERIOD,
26 DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them
27 for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's
28 demanding work requirements and DEFENDANTS' under staffing, DEFENDANTS required

1 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal
2 break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what
3 should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where
4 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other AGGRIEVED
5 EMPLOYEES forfeited minimum wage and overtime wages by regularly working without their time
6 being accurately recorded and without compensation at the applicable minimum wage and overtime
7 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other AGGRIEVED
8 EMPLOYEES for all time worked is evidenced by DEFENDANTS' business records.

9 27. From time-to-time during the PAGA PERIOD, as a result of their rigorous work schedules
10 and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other AGGRIEVED
11 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were
12 not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES
13 were required from time to time to perform work as ordered by DEFENDANTS for more than five (5)
14 hours during some shifts without receiving a meal break. Further, DEFENDANTS from time to time
15 failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period
16 for some workdays in which these employees were required by DEFENDANTS to work ten (10) hours
17 of work from time to time. The nature of the work performed by the PLAINTIFF and the AGGRIEVED
18 EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal period exception.
19 PLAINTIFF and other members of the AGGRIEVED EMPLOYEES therefore forfeited meal breaks
20 without additional compensation and in accordance with DEFENDANTS' strict corporate policy and
21 practice. DEFENDANTS failed to maintain adequate staffing levels while increasing the production
22 levels for each employee at the busy airports they provided services for.

23 **B. Rest Period Violations**

24 28. From time-to-time during the PAGA PERIOD, PLAINTIFF and other AGGRIEVED
25 EMPLOYEES were also required from time to time to work in excess of four (4) hours without being
26 provided ten (10) minute rest periods as a result of their rigorous work schedule and DEFENDANTS'
27 inadequate staffing. Further, for the same reasons these employees were denied their first rest periods
28 of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to

1 time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six
2 (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10)
3 minutes for some shifts worked of ten (10) hours or more from time to time. When they did have an
4 opportunity to take their rest breaks, PLAINTIFF and the AGGRIEVED EMPLOYEES were required
5 to remain on the premises, on-call and on duty, and subject to DEFENDANT's control, and were
6 required to keep their walkie-talkies on at all times. PLAINTIFF and other AGGRIEVED
7 EMPLOYEES were also not provided with one-hour wages in lieu thereof. As a result of their rigorous
8 work schedules, and because they often worked single-staffed shifts, PLAINTIFF and other
9 AGGRIEVED EMPLOYEES were periodically denied their proper rest periods by DEFENDANTS
10 and DEFENDANTS' managers.

11 **C. Overtime Regular Rate Violation**

12 29. From time-to-time during the PAGA PERIOD, DEFENDANTS failed and continue to fail
13 to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their
14 overtime hours worked. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited
15 wages due them for working overtime without compensation at the correct overtime rates.
16 DEFENDANTS' uniform policy and practice to not pay the AGGRIEVED EMPLOYEES the correct
17 overtime rate for all overtime worked in accordance with applicable law is evidenced by
18 DEFENDANTS' business records.

19 30. State law provides that employees must be paid overtime at one-and-one-half times their
20 "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were compensated at an
21 hourly rate plus flat-sum incentive pay that was tied to specific elements of an employee's performance.

22 31. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
23 compensation was DEFENDANTS' flat-sum non-discretionary incentive program that paid
24 PLAINTIFF and other AGGRIEVED EMPLOYEES flat-sum incentive wages based on their
25 performance for DEFENDANTS. The flat-sum non-discretionary bonus program provided all
26 employees paid on an hourly basis with flat-sum bonus compensation when the employees met the
27 various performance goals set by DEFENDANTS. These flat-sum incentive payments included gift
28

1 cards, and were also sometimes identified as “HLLWNBNS” in the wage statements issued by
2 DEFENDANTS to PLAINTIFF and the other AGGRIEVED EMPLOYEES.

3 32. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods
4 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime and earned this flat-sum
5 non-discretionary bonus, DEFENDANTS failed to accurately include the flat-sum non-discretionary
6 bonus compensation as part of the employees’ “regular rate of pay” and/or calculated all hours worked
7 rather than just all non-overtime hours worked. Management and supervisors described the
8 incentive/bonus program to potential and new employees as part of the compensation package. As a
9 matter of law, the incentive compensation received by PLAINTIFF and other AGGRIEVED
10 EMPLOYEES must be included in the “regular rate of pay.” The failure to do so has resulted in a
11 systematic underpayment of overtime compensation to PLAINTIFF and other AGGRIEVED
12 EMPLOYEES by DEFENDANTS.

13 33. In violation of the applicable sections of the California Labor Code and the requirements
14 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
15 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
16 other members of the AGGRIEVED EMPLOYEES at the correct rate of pay for all overtime worked.
17 This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the payment of
18 the correct overtime compensation as required by California law which allowed DEFENDANTS to
19 illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent
20 equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS,
21 the PAGA PERIOD should be adjusted accordingly.

22 **D. Wage Statement Violations**

23 34. California Labor Code Section 226 requires an employer to furnish its employees an
24 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
25 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
26 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
27 employee and only the last four digits of the employee’s social security number or an employee
28 identification number other than a social security number, (8) the name and address of the legal entity

1 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee.

3 35. From time to time during the PAGA PERIOD, when PLAINTIFF and other
4 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurate missed meal and
5 rest period premiums, or were paid overtime in the same pay period where they earned a non-
6 discretionary incentive award, DEFENDANTS also failed to provide PLAINTIFF and the other
7 members of the AGGRIEVED EMPLOYEES with complete and accurate wage statements which
8 failed to show, among other things, all applicable hourly rates in effect during the pay period and the
9 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or
10 missed meal and rest periods.

11 36. As a result, DEFENDANTS issued PLAINTIFF and the other AGGRIEVED
12 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
13 violations are knowing and intentional, were not isolated or due to an unintentional payroll error due
14 to clerical or inadvertent mistake.

15 **E. Suitable Seating Violations**

16 37. PLAINTIFF further alleges that the work area in DEFENDANTS' facilities provides
17 ample space to allow for the presence and use of a stool or seat by DEFENDANTS' employees' during
18 the performance of their work duties. DEFENDANTS' employees' working at DEFENDANTS'
19 facilities spend a substantial portion of their working time at these facilities. The nature of the position
20 can reasonably be accomplished while using a seat/stool. In violation of the applicable sections of the
21 California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC")
22 Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally,
23 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved Employees
24 suitable seating when the nature of these employees' work reasonably permitted sitting.
25 DEFENDANTS knew or should have known that PLAINTIFF and other Aggrieved Employees were
26 entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of
27 their duties, and that DEFENDANTS did not provide suitable seating and/or did not allow them to sit
28 when it did not interfere with the performance of their duties. By reason of this conduct applicable to

1 PLAINTIFF and all Aggrieved Employees, DEFENDANTS violated California Labor Code Section
2 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

3 **FIRST CAUSE OF ACTION**

4 **For Civil Penalties Pursuant to Private Attorneys General Act ("PAGA")**

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

6 **(By PLAINTIFF and AGGRIEVED EMPLOYEES and Against All DEFENDANTS)**

7 38. PLAINTIFF and the AGGRIEVED EMPLOYEES reallege and incorporate by this
8 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

18 40. PLAINTIFF brings this Representative Action on behalf of the State of California with
19 respect to himself and all other current and former AGGRIEVED EMPLOYEES employed by
20 DEFENDANTS during the PAGA PERIOD.

21 41. At all relevant times, for the reasons described herein, and others, PLAINTIFF and the
22 AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the meaning of
23 Labor Code Section 2699(c).

24 42. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE, like
25 PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil action to
26 recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

27 43. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
28 Section 2699.3. By certified letter, return receipt requested, dated July 31, 2020, PLAINTIFF gave

1 written notice to the Labor and Workforce Development Agency (“LWDA”) and to DEENDANTS of
2 the specific provisions of the Labor Code alleged to have been violated, including the facts and theories
3 to support the alleged violations.

4 44. As of the date of this complaint, more than sixty-five (65) days after serving the LWDA
5 with notice of DEFENDANTS’ violations, the LWDA has not provided any notice by certified mail of
6 its intent to investigate the DEFENDANTS’ alleged violations as mandated by Labor Code Section
7 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)A, PLAINTIFF may
8 commence and is authorized to pursue this cause of action.

9 45. To the extent that it applies, PLAINTIFF invokes the tolling permitted pursuant to the
10 California State Judicial Counsel amended Rule of Court, Emergency Rule Number 9, tolled the statute
11 of limitation and statutes of repose from April 6, 2020 to either (a) August 3, 2020 for statutes of
12 limitation and repose for civil causes of action that are 180 days or less, of (b) October 1, 2020 for
13 statutes of limitation and repose for civil causes of action that exceed 180 days.

14 46. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the AGGRIEVED
15 EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of Labor Code Section 201,
16 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2,
17 1197, 1197.14, 1198, 1199, and 2804 in the following amounts:

18 a. For violation of Labor Code Sections 201, 202, 203, and 204, one
19 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period
20 for the initial violation and two hundred dollars (\$200) for AGGRIEVED
21 EMPLOYEE per pay period for each subsequent violation [penalty per
22 Labor Code Section 2699(f)(2)];

23 b. For violations of Labor Code Section 226(a), a civil penalty in the
24 amount of two hundred fifty dollars (\$250) for each AGGRIEVED
25 EMPLOYEE for any initial violation and one thousand dollars for each
26 subsequent violation [penalty per Labor Code Section 226.3];

27 c. For violations of Labor Code Sections 204, a civil penalty in the
28 amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE

1 for any initial violation and two hundred dollars (\$200) for AGGRIEVED
2 EMPLOYEE for each subsequent violation [penalty per Labor Code
3 Section 210];

4 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil
5 penalty in the amount of fifty dollars (\$50) for each underpaid
6 AGGRIEVED EMPLOYEE for the initial violation and hundred dollars
7 (\$100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent
8 violation [penalty per Labor Code Section 558];

9 e. For violations of Labor Code Section 2269(a), a civil penalty in the
10 amount of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE
11 per violation in an initial citation and one thousand dollars (\$1,000) per
12 AGGRIEVED EMPLOYEE for each subsequent violation [penalty per
13 Labor Code Section 226.3];

14 f. For violations of Labor Code Section 1174(d), a civil penalty in the
15 amount of five hundred (\$500) dollars for per AGGRIEVED EMPLOYEE
16 [penalty per Labor Code Section 1174.5].

17 g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and
18 1199, a civil penalty in the amount of one hundred dollars (\$100) per
19 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
20 hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE per pay period
21 for each subsequent violation [penalty per Labor Code Section].

22 2. For all provisions of the Labor Code for which civil penalty is not specifically provided,
23 Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100) for each
24 AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars (\$200) for
25 each AGGRIEVED EMPLOYEE per pay period for each subsequent violation. PLAINTIFF and the
26 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
27 connection with their claims for civil penalties pursuant to Labor Code Section 2699(g)(1).

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

3 (a) For reasonable attorney's fees and costs of suit to the extent permitted by law, including
4 pursuant to Labor Code § 2699, *et seq.*;

5 (b) For civil penalties to the extent permitted by law pursuant to the Labor Code under the
6 Private Attorneys General Act; and

7 (c) For such other relief as the Court deems just and proper.
8

9 Dated: March 23, 2021

Respectfully Submitted,
JCL LAW FIRM, APC

11 By: 
12 Jean-Claude Lapuyade, Esq.
13 Attorneys for PLAINTIFF
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17 **DEMAND FOR JURY TRIAL**

18 PLAINTIFF demands a jury trial on all issues triable to a jury.
19

20 Dated: March 23, 2021

Respectfully Submitted,
JCL LAW FIRM, APC

22 By: 
23 Jean-Claude Lapuyade, Esq.
24 Attorneys for PLAINTIFF
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