

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Dalila Corral Lyons

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF LOS ANGELES**

MARIA GLORIA VEGA, an individual,
Plaintiff,

vs.

SUPERIOR PERSONNEL, INC., a California
corporation; PORT LOGISTICS GROUP,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,
Defendants.

Case No.: 20STCV00975

Assigned to the Hon. _____

COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE AND PRIVATE
ATTORNEY GENERAL ACT OF 2004
(CALIFORNIA LABOR CODE § 1198 and
CALIFORNIA LABOR CODE §§ 2698, *ET*
SEQ.)

[Demand for Jury Trial]

1 **INTRODUCTION**

2 1. Plaintiff Maria Gloria Vega (“Plaintiff”) brings this action against Defendants
3 Superior Personnel Inc., Port Logistics Group, Inc. (“Defendant PLG”), and DOES 1 through 50
4 inclusive (referred herein collectively as “Defendants”) for alleged violations of California’s
5 Labor Code and Private Attorney General Act of 2004 (“PAGA”).

6 2. Plaintiff alleges that Defendants have violated the California Labor Code by
7 failing to (1) pay Plaintiff and similarly situated aggrieved employees all wages they are due, (2)
8 provide legally compliant meal and rest breaks, (3) provide all required information upon hiring,
9 (4) provide paid sick days, (5) furnish accurate itemized wage statements, and (6) pay all wages
10 owed to Plaintiff and similarly situated aggrieved employees when they quit or were terminated.

11 3. Plaintiff further alleges that Defendants uniformly failed to provide adequate
12 seating as required under California’s Industrial Welfare Commission (“IWC”) Wage Order 7-
13 2001(14), by failing to provide adequate seating for employees working at its California
14 warehouse locations.

15 4. Plaintiff seeks to recover penalties for the Labor and Workforce Development
16 Agency (“LWDA”), herself and other similarly aggrieved employees under PAGA as a result of
17 Defendants’ systematic violation of the law.

18 **JURISDICTION AND VENUE**

19 5. This Court has subject matter jurisdiction to hear this case because Plaintiff is
20 informed and believes, and thereupon alleges that the amount in controversy exceeds the
21 minimal jurisdictional limits of the Superior Court.

22 6. Venue is proper in Los Angeles County pursuant to California Code of Civil
23 Procedure §§ 395(a) and 395.5 in that liability for violating the California Labor Code and IWC
24 Wage Order 7-2001 arose from Defendants’ actions in Los Angeles County.

25 **PARTIES**

26 7. Plaintiff is and for all relevant times referred to herein was an individual residing
27 in California, in the County of Los Angeles.

1 8. Plaintiff was employed as an hourly, non-exempt worker by Defendants and
2 performed work for Defendants at several of Defendant PLG's warehouses located in and
3 around Los Angeles County, California.

4 9. Defendant Superior Personnel Inc. is and at all relevant times referred to herein
5 was a corporation organized and existing under the laws of California and doing business in
6 California.

7 10. Defendant Port Logistics Group, Inc. ("Defendant PLG") is and at all relevant
8 times referred to herein was a corporation organized and existing under the laws of Delaware
9 and doing business in California.

10 11. At all relevant times Defendants were Plaintiff's employer within the meaning of
11 the California Labor Code and IWC Order No. 7-2001.

12 12. The true names and capacities, whether individual or corporate, associate, or
13 otherwise, of Defendants named herein as DOES 1 through 50, inclusive, are unknown to
14 Plaintiff at this time and therefore DOE Defendants are sued by such fictitious names. Plaintiff
15 will seek leave to amend this Complaint to insert the true names and capacities of said
16 Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and
17 based thereupon alleges, that each of the fictitiously named Defendants is responsible for the
18 wrongful acts alleged herein and is therefore liable to the Plaintiff as alleged hereinafter.

19 13. Plaintiff is informed and believes and based thereupon alleges, that at all times
20 relevant hereto, Defendants and each of them, were agents, employees, managing agents,
21 supervisors, coconspirators, parent corporation, joint employers, alter ego and/or joint ventures
22 of the other Defendants, and each of them, and in doing the things alleged herein, were acting at
23 least in part within the course and scope of said agency, employment, conspiracy, joint
24 employer, alter ego status, and/or joint venture and with the permission and consent of each of
25 the other Defendants.

26 14. Whenever and wherever reference is made in this Complaint to any act or failure
27 to act by a Defendant or co-Defendant, such allegations and reference shall also be deemed to
28 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

1 15. Plaintiff is informed and believes, and based thereupon alleges, that there exists
2 such a unity of interest and ownership between Defendant and DOES 1 through 50 inclusive
3 that the individuality and separateness of Defendants have ceased to exist.

4 16. Plaintiff is informed and believes, and based thereupon alleges, that despite the
5 formation of purported corporate existence, Defendants and DOES 1 through 50 inclusive are,
6 in reality, one and the same as Defendants including but not limited to because:

7 a. Defendants are completely dominated and controlled by DOES 1 through
8 50, who personally committed the frauds and violated the laws set forth in this complaint, and
9 who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes,
10 or accomplish some other wrongful or inequitable purpose.

11 b. DOES 1 through 50 inclusive derive actual and significant monetary
12 benefits by and thorough Defendant's unlawful conduct, and by using Defendants as a funding
13 source of their personal expenditures.

14 c. Plaintiff is informed and believes and thereupon alleges that Defendants
15 and DOES 1 through 50 inclusive, while really one and the same, were segregated to appear as
16 though separate and distinct for the purposes of perpetrating a fraud, circumventing a statute, or
17 accomplishing some other wrongful or inequitable purpose.

18 d. Plaintiff is informed and believes and thereupon alleges that Defendants
19 do not comply with all requisite corporate formalities to maintain legal and separate corporate
20 existence.

21 e. Plaintiff is informed and believes and thereupon alleges, that the business
22 affairs of Defendants and DOES 1 through 50 inclusive are, and at all times relevant were, so
23 mixed and intermingled that the same cannot reasonably be segregated, and the same are
24 inextricably intertwined. Defendants are, and at all times relevant hereto were, used by DOES 1
25 through 50 inclusive as a mere shell and conduit for the conduct of certain of Defendants'
26 affairs and is, and was, the alter ego of DOES 1 though 50 inclusive. The recognition of the
27 separate existence of Defendants would not promote justice, in that it would permit Defendants
28 to insulate themselves from liability to Plaintiff for violations of law. The corporate existence

1 of Defendants and DOES 1 through 50 inclusive is necessary to avoid fraud and injustice to
2 Plaintiff herein.

3 f. Accordingly, Defendants constitute the alter ego of DOES 1 through 50
4 inclusive, and the fiction of their separate corporate existence must be disregarded.

5 g. As a result of the aforementioned facts, Plaintiff is informed and believes,
6 and based thereupon alleges that Defendants and DOES 1 through 50 inclusive are Plaintiff's
7 joint employers by virtue of a joint enterprise, and that Plaintiff and other similarly situated
8 workers were employees of Defendants and DOES 1 through 50 inclusive. Plaintiff and
9 similarly situated workers performed services for each and every one of Defendants, and to the
10 mutual benefit of all Defendants, and all Defendants shared control over Plaintiff and similarly
11 situated workers as employees, either directly or indirectly, and the manner and means by which
12 Defendants' business was and is conducted.

13 **FACTUAL ALLEGATIONS**

14 17. Plaintiff was assigned by Defendant Superior Personnel, Inc. to work for
15 Defendant PLG. Plaintiff was employed as an hourly, non-exempt worker at Defendant PLG's
16 warehouses in California from approximately 2009 to March 2019.

17 18. Plaintiff's job duties included getting packages of goods ready for shipment from
18 Defendant PLG's warehouses, adding price tags on the goods, overseeing orders that were going
19 out, and other job duties.

20 19. During her tenure with Defendants, Plaintiff was placed at and worked from nine
21 different warehouse locations owned and operated by Defendant PLG. Plaintiff witnessed that
22 the policies and practices at each of Defendant PLG's nine warehouses were identical regardless
23 of the location in which she worked.

24 20. This is a representative action to recover penalties under PAGA §§ 2698 *et seq.*
25 PAGA permits an aggrieved employee to bring a lawsuit on behalf of herself and other current
26 and former aggrieved employees to address an employer's violations of the California Labor
27 Code.

1 21. Here, Defendants routinely denied, interrupted, and shortened Plaintiff and
2 similarly situated aggrieved employees' meal and rest breaks in violation of California Labor
3 Code §§ 226.7 and 512 due to Defendants' policy and practice of forcing Plaintiff and the
4 aggrieved employees to continue to work. Defendants further violated the law by failing to pay
5 a premium for any missed, shortened, or interrupted meal breaks.

6 22. Defendants also violated California Labor Code § 243 by not providing any paid
7 sick days to Plaintiff and the aggrieved employees.

8 23. As a result of not paying Plaintiff and the aggrieved employees for all hours
9 worked and the meal and rest break premium payments owed due to missed breaks, Plaintiff and
10 the aggrieved employees are still owed wages and penalties. With respect to all former
11 employees, Defendants have failed to timely pay wages due to those aggrieved employees' in
12 violation of the California Labor Code §§ 201 and 202.

13 24. Further, Defendants have failed to issue Plaintiff and the aggrieved employees
14 accurate itemized wage statements in violation of California Labor Code § 226.

15 25. Defendants were required to provide Plaintiff and the aggrieved employees
16 certain specific information upon hiring pursuant to California Labor Code § 2810.5.
17 Defendants failed to provide Plaintiff with any such information when she was hired.

18 26. Plaintiff also bring this action due to Defendants' violation of California Labor
19 Code § 1198 and IWC Wage Order 7-2001 section 14 by failing to provide suitable seating for
20 Plaintiff and other current and former similarly aggrieved employees at Defendants' California
21 warehouses. Plaintiff seeks penalties on behalf of herself and other current and former similarly
22 aggrieved employees through PAGA § 2699(f), as provided for herein.

23 27. Within the applicable statute of limitations period, Plaintiff was employed as a
24 non-exempt hourly worker at Defendant PLG's warehouses. Wage Order 7-2001, which covers
25 the mercantile industry, states:

26 (A) All working employees shall be provided with suitable seats when the nature of
the work reasonably permits the use of seats.

27 (B) When employees are not engaged in the active duties of their employment and
the nature of the work requires standing, an adequate number of suitable seats shall
28 be placed in reasonable proximity to the work area and employees shall be permitted
to use such seats when it does not interfere with the performance of their duties.

28. Defendants failed to provide suitable seats or any seats to Plaintiff and other current and former similarly aggrieved employees in Defendants' California warehouses. The nature of work performed by Defendants' employees reasonably permits the use of seats. Workers, such as Plaintiff and the aggrieved employees, spent their entire day in the warehouse. The duties they perform include but are not limited to processing, sorting, and preparing goods to be shipped. The use of a seat during the performance of those duties would not interfere with the performance of those duties.

29. Further, Defendants failed to provide an adequate number of seats in sufficiently close proximity to where Plaintiff and similarly aggrieved employees performed their job duties because Defendants provided no seats for warehouse workers at its California warehouses. Any seating available within a close proximity of the workers' stations were for managers and supervisors only.

REPRESENTATIVE ALLEGATIONS

30. Though PAGA actions need not be certified in the same manner as class actions, Plaintiff provides the following detail in order to set forth how litigation of Plaintiff's and aggrieved employees' claims will be manageable.

31. The group of proposed aggrieved employees that Plaintiff seeks to represent is defined as follows: All current and former employees of Defendants who worked at Defendant Port Logistic Group's California warehouses in the State of California at any point since January 3, 2018.

32. Plaintiff reserves the right to amend or modify the description of this group with greater specificity at any point in the future of this action.

33. This action will be manageable because there is a well-defined community of interest among numerous persons who comprise a readily ascertainable group.

34. **Numerosity and Ascertainability:** The potential number of aggrieved employees is so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this single action will benefit both the parties and this Court. The number of aggrieved employees is estimated to be greater than 300 from Defendant PLG's

1 nine warehouse locations in California. Plaintiff and Defendants will be able to the identify
2 aggrieved employees easily from employment records maintained by Defendant.

3 35. **Superiority:** The nature of this action and the nature of laws available to
4 Plaintiff make use of the representative action format particularly efficient and appropriate
5 under the circumstances presented in this lawsuit. Establishing a technique whereby many
6 individuals' claims can be resolved at the same time both eliminates the possibility of
7 repetitious litigation and provides small-value claimants with a method of obtaining redress for
8 claims which would otherwise be too small to warrant individual litigation. Representative
9 treatment will allow a large number of similarly situated persons to prosecute their common
10 claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of
11 effort and expense that numerous individual actions would require. The actual monetary
12 recovery due to most of the individual aggrieved employees is likely to be relatively small, and
13 the burden and expense of individual litigation would make it prohibitive for individual
14 aggrieved employees to seek relief. A representative action will serve an important public
15 interest by permitting such individuals to effectively pursue recovery of the penalties owed.
16 Further, representative litigation prevents the potential for inconsistent or contradictory
17 judgements if individual aggrieved employees were to litigate separately. Finally,
18 representative litigation will preserve valuable judicial resources by having all issues decided by
19 one court in one venue.

20 36. Plaintiff's claims are typical of other aggrieved employees because the injury to
21 her was nearly identical to all other aggrieved employees by being deprived her legal right to sit
22 down during working time and take legally complaint meal and rest breaks. There are no facts
23 known to Plaintiff that would subject her to defenses unique to those applicable to other
24 aggrieved employees.

25 37. Plaintiff will adequately represent the aggrieved employees by fairly protecting
26 the interests of the aggrieved employees by vigorously pursuing the claims in this Complaint.
27 She is aware of the duties required of her in acting as the representative and as a pseudo
28 deputized representative of the LWDA. She has no interests antagonistic to the aggrieved

1 employees. Finally, she has agreed to vigorously pursue this suit through her attorneys who are
2 competent, skilled and experienced in representative action litigation in state and federal courts
3 in both California and in class action litigation in the United States more broadly.

4 38. Common questions of law and fact will predominate in this action allowing the
5 Court to easily manage the litigation of this case. Those questions include but are not limited to:

- 6 a. Whether Defendants failed to timely provide 30-minute uninterrupted meal
7 breaks and/or ten-minute uninterrupted rest breaks to Plaintiff and the
8 aggrieved employees;
- 9 b. Whether Defendants failed to timely pay former employees for all hours and
10 penalties due upon discharge or resignation;
- 11 c. Whether Defendants failed to provide accurate itemized wage statements to
12 Plaintiff and the aggrieved employees;
- 13 d. Whether Defendants violated Labor Code § 1198, by failing to provide
14 “standard conditions of labor for employees” due to their failure to provide
15 adequate seating or any seating for Plaintiff and aggrieved employees in its
16 California retail stores;
- 17 e. Whether, under the totality of the circumstances, Defendant violated IWC
18 Wage Order 7-2001 section 14 subsection (a) by failing to provide “suitable
19 seats” for Plaintiff and aggrieved employees despite the “nature of the[ir]
20 work reasonably permit[ing] the use of seats.”
- 21 f. Whether when aggrieved employees were “not engaged in the active duties of
22 their employment and the nature of the[ir] work require[d] standing, an
23 adequate number of suitable seats [were] placed in reasonable proximity to
24 the work area and [whether] employees [were] permitted to use such seats
25 when it [did] not interfere with the performance of their duties.” IWC Wage
26 Order 7-2001 section 14 subsection (b);

- 1 g. Whether Defendants failed to provide an adequate number of seats for
2 Plaintiff and aggrieved employees within reasonable proximity to the work
3 being performed;
4 h. The amount of penalties that should be awarded under PAGA section
5 2699(f).

6 **FIRST CAUSE OF ACTION**
7 **Violation of Labor Code § 1198 and PAGA**
8 ***(Plaintiff and aggrieved employees v. Defendants)***

9 39. Plaintiff and the aggrieved employees re-allege and incorporate the foregoing
10 paragraphs as though fully set forth herein.

11 40. Plaintiff sent notice to the LWDA and the Defendants of the violations described
12 herein on January 3, 2020, in compliance with California Labor Code § 2699.3(a)(1). Plaintiff
13 has received no indication from the LWDA that it intends to investigate the allegations set forth
14 Plaintiff's notice and in this Complaint.

15 **Count I – Failure to Offer Meal or Rest Breaks**

16 41. California Labor Code §§ 226.7 and 512 require Defendants to provide meal and
17 rest breaks to Plaintiff and the aggrieved employees. Under California law, unless the employee
18 is relieved of all duty during the 30-minute meal period and ten-minute rest period, the
19 employee is considered “on duty” and the meal or rest period is counted as time worked under
20 the applicable wage orders. Defendants’ policy and practice of requiring Plaintiff and the
21 aggrieved employees to perform work duties during their breaks denies them the opportunity of
22 taking uninterrupted meal and rest breaks pursuant to California law.

23 42. Under Labor Code § 226.7(b)-(c), an employer who fails to provide required
24 meal periods must, as compensation, pay the employee one hour of pay at the employee’s
25 regular rate of compensation for each workday in which a meal period was not provided.
26 Similarly, employers must pay employees for denying them the opportunity to take
27 uninterrupted 10-minute rest breaks at the same rate – as compensation – as meal periods.

28 43. 93. In violation of California law, Defendants knowingly and willfully
prevented Plaintiff and the putative class from having the opportunity to take uninterrupted meal

1 and rest breaks. Defendants' act in so doing was willful, intentional, deliberate and with an
2 improper motive amounting to malice and in conscious disregard for the rights of Plaintiff and
3 the aggrieved employees.

4 Count II – Failure to Compensate for All Hour Worked

5 44. California Labor Code § 204 provides that all wages for all work performed must
6 be paid “twice during each calendar month, on days designated in advance by the employer as
7 regular paydays.”

8 45. IWC Order 7-2001; Cal. Code of Regs. Tit. 8, § 11040(11)(a); *see also* 2002
9 DLSE Manual § 46.6.1, mandate that meal periods during which workers are not relieved of all
10 duties count as hours worked in calculating time worked in a workday. The time Plaintiff and
11 the aggrieved employees spent performing work functions during meal periods should have
12 been incorporated into hours worked by Plaintiff and the aggrieved employees, but Defendants
13 knowingly, willingly, and intentionally refused to include that time in hours worked.

14 46. Defendants failed to compensate Plaintiff and the aggrieved employees for all
15 hours worked at the proper rate of pay due to its policy and practice of not calculating missed,
16 interrupted, and shortened meal breaks as hours worked.

17 Count III – Failure to Provide Paid Sick Days

18 47. Since July 1, 2015, the California Labor Code § 246 requires employers to
19 provide employees who have been working for thirty (30) days or more with paid sick days.

20 48. At minimum, a California employee should be earning one hour of sick time for
21 every thirty (30) hours worked.

22 49. Defendants have a pattern and practice of not providing Plaintiff and the
23 aggrieved employees with any sick days.

24 Count IV – Failure to Provide Accurate Itemized Wage Statements

25 50. At all relevant times, Plaintiff and the putative class were non-exempt employees
26 covered by California Labor Code §§ 226 and 226.3.

27 51. California Labor Code § 226(a) states:

28 An employer, semimonthly or at the time of each payment of wages, shall furnish
to his or her employee, either as a detachable part of the check, draft, or voucher

1 paying the employee's wages, or separately if wages are paid by personal check
2 or cash, an accurate itemized statement in writing showing (1) gross wages
3 earned, (2) total hours worked by the employee, except as provided in
4 subdivision (j), (3) the number of piece-rate units earned and any applicable
5 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
6 provided that all deductions made on written orders of the employee may be
7 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
8 of the period for which the employee is paid, (7) the name of the employee and
9 only the last four digits of his or her social security number or an employee
10 identification number other than a social security number, (8) the name and
11 address of the legal entity that is the employer and, if the employer is a farm
12 labor contractor, as defined in subdivision (b) of Section 1682, the name and
13 address of the legal entity that secured the services of the employer, and (9) all
14 applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee and, beginning July
16 1, 2013, if the employer is a temporary services employer as defined in Section
17 201.3, the rate of pay and the total hours worked for each temporary services
18 assignment.

12 52. Labor Code 226.2(a)(2) states in pertinent part:

13 The itemized statement required by subdivision (a) of Section 226 shall, in
14 addition to the other items specified in that subdivision, separately state the
15 following, to which the provisions of Section 226 shall also be applicable:

16 (A) The total hours of compensable rest and recovery periods, the rate of
17 compensation, and the gross wages paid for those periods during the pay
18 period.

19 (B) . . . the total hours of other nonproductive time . . . the rate of compensation,
20 and the gross wages paid for that time during the pay period . . .

21 53. Defendants knowingly and intentionally failed to issue accurate wage statements
22 to Plaintiff and the aggrieved employees by not including missed meal breaks as hours worked.

23 54. As a result of Defendants' failure to issue any wage statements, Plaintiff and the
24 aggrieved employees were unable to promptly and easily determine from the wage statements
25 alone the information required to be present by Labor Code § 226(a).

26 55. Labor Code § 226(e) states:

27 An employee suffering injury as a result of a knowing and intentional failure by
28 an employer to comply with subdivision (a) is entitled to recover the greater of
all actual damages or fifty dollars (\$50) for the initial pay period in which a
violation occurs and one hundred dollars (\$100) per employee for each violation
in a subsequent pay period, not to exceed an aggregate penalty of four thousand
dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
fees.

56. Labor Code § 226.3 states:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

57. In violation of California law, Defendants knowingly and intentionally failed to issue Plaintiff and the putative class any wage statements in violation of California Labor Code § 226(a), triggering penalties under both sections 226(e) and 226.3.

Count V – Hiring Documentation Claim

58. California Labor Code § 2810.5 states in pertinent part:

(a) (1) At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information:

(A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable.

(B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances.

(C) The regular payday designated by the employer in accordance with the requirements of this code.

(D) The name of the employer, including any “doing business as” names used by the employer.

(E) The physical address of the employer’s main office or principal place of business, and mailing address, if different.

(F) The telephone number of the employer.

(G) The name, address, and telephone number of the employer’s workers’ compensation insurance carrier.

(H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

59. Defendants failed to provide Plaintiff and similarly aggrieved employees with any of the required information under Cal. Lab. Code § 2810.5(a)(1).

Count VI – Failure to Provide Timely Wages Upon Termination

60. Defendants’ failure to pay wages as alleged above was willful in that Defendants knew wages and penalties were due but failed to pay them in violation of California Labor Code §§ 201 and 202, thus triggering waiting time penalties pursuant to Labor Code § 203, which

1 provides that employees' wages shall continue as a penalty to the employer for a period of up to
2 30 days from the time they were due.

3 61. Defendants have routinely, uniformly and deliberately failed to pay Plaintiff and
4 the putative class a sum certain at their termination or within 72 hours of their resignation and
5 have failed to pay those sums for thirty days thereafter. As such Plaintiff and the putative class
6 are entitled to penalties pursuant to Labor Code § 203.

7 Count VII – Failure to Provide Adequate Seating

8 62. California Labor Code § 1198 makes it illegal to employ employees under
9 “conditions of labor” that are prohibited under the applicable wage order. By failing to provide
10 Plaintiff and the aggrieved employees with seats in violation IWC Wage Order 7-2001 section
11 (14), Defendants violated California Labor Code § 1198.

12 63. Plaintiff is an “aggrieved employee” as defined in California Labor Code §
13 2699(c) because at all relevant times during her employ with Defendants she was denied a
14 suitable seat in violation of California Labor Code § 1198 and IWC Wage Order 7-2001 section
15 14.

16 64. PAGA permits Plaintiff, as an aggrieved employee, to recover penalties on behalf
17 of herself and other current and former employees as a result of the employer's violations of
18 California Labor Code § 1198 and IWC Wage Order 7-2001 section 14.

19 65. Plaintiff requests penalties against Defendants as provided for under California
20 Labor Code § 2699(f), plus reasonable attorney fees and costs, in an amount to be proven at
21 trial.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff requests entry of judgment, on behalf of herself and the other
24 aggrieved employees, against Defendants, as follows:

- 25 A. For penalties under California Labor Code § 2699(f) according to proof;
26 B. An award providing for reasonable attorney fees and payment of costs of the suit;
27 C. For such other and further relief as this Court deems just and proper.

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JURY TRIAL DEMANDED

Plaintiff hereby demands trial by jury of all issues so triable.

DATED: January 8, 2020

EMPLOYEE JUSTICE LEGAL GROUP, PC

By: _____


Jacob Karczewski, Esq.
Saima Ali, Esq.
Attorneys for Plaintiff
MARIA GLORIA VEGA