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 individually and on behalf of all other aggrieved
 employees

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

DENIS ZELAYA, individually, and on behalf
 of other aggrieved employees,

Plaintiff,

vs.

N2 IMAGING SYSTEMS, LLC, a limited
 liability company; AEROTEK, INC., a
 corporation, d/b/a ASTON CARTER d/b/a
 ALLEGIS GROUP, INC.; CORNERSTONE
 CAPITAL HOLDINGS, LLC, a limited
 liability company; and DOES 1 through 50,
 inclusive,

Defendants.

CASE NO.: **21STCV10399**

**COMPLAINT FOR VIOLATION OF
 THE CALIFORNIA LABOR CODE
 PRIVATE ATTORNEYS GENERAL
 ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 PLAINTIFF DENIS ZELAYA (“PLAINTIFF”), individually and on behalf of all other
2 aggrieved employees, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of Defendants N2 IMAGING SYSTEMS, LLC, a limited liability company; AEROTEK,
6 INC., a corporation, d/b/a ASTON CARTER d/b/a ALLEGIS GROUP, INC.; CORNERSTONE
7 CAPITAL HOLDINGS, LLC, a limited liability company; and DOES 1 through 50 inclusive
8 (collectively “DEFENDANTS”), to recover penalties arising from unpaid wages earned and due,
9 including but not limited to unpaid and illegally calculated overtime compensation, illegal meal
10 and rest period policies, failure to pay all wages due to discharged or quitting employees, failure to
11 maintain required records, failure to provide accurate itemized wage statements, failure to timely
12 pay wages during employment, failure to indemnify employees for necessary expenditures and/or
13 losses incurred in discharging their duties.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFF is a resident of the State of California and DEFENDANTS are citizens and residents
17 of, and/or regularly conduct business in, California. Further, no federal question is at issue because
18 the claims are based solely on California law.

19 3. Venue is proper in this judicial district and the County of Los Angeles, California
20 because aggrieved employees performed work for DEFENDANTS in the County of Los Angeles
21 and many of DEFENDANTS’ unlawful actions and omissions, as set forth herein, occurred in the
22 County of Los Angeles.

23 **PARTIES**

24 4. PLAINTIFF DENIS ZELAYA is a male resident of the State of California. At all
25 times material to this complaint, PLAINTIFF was employed by DEFENDANTS as a non-exempt
26 employee in the State of California.

27 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT N2
28 IMAGING SYSTEMS, LLC, is, and at all times relevant hereto was, a limited liability company

1 authorized to conduct business in the State of California, and which does conduct business in the
2 State of California. Specifically, DEFENDANT N2 IMAGING SYSTEMS, LLC maintains offices
3 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the
4 State of California.

5 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
6 AEROTEK, INC., a corporation, d/b/a ASTON CARTER d/b/a ALLEGIS GROUP, INC. is, and at
7 all times relevant hereto was, a corporation, which is authorized to conduct business in the State of
8 California, and which does conduct business in the State of California. Specifically, DEFENDANT
9 AEROTEK, INC., a corporation, d/b/a ASTON CARTER d/b/a ALLEGIS GROUP, INC. d/b/a
10 ALLEGIS GROUP HOLDINGS, INC. maintains offices and facilities and/or conducts business in,
11 and engages in illegal payroll practices or policies in, the County of Los Angeles, State of
12 California.

13 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
14 CORNERSTONE CAPITAL HOLDINGS, LLC is, and at all times relevant herein was, a limited
15 liability company authorized to conduct business in the State of California, and which does
16 conduct business in the State of California. Specifically, upon information and belief, Defendant
17 CORNERSTONE CAPITAL HOLDINGS, LLC maintains offices and facilities and conducts
18 business in the County of Los Angeles, California, and engages in illegal payroll practices or
19 policies in the State of California.

20 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
22 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated
23 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
24 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
25 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
26 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
27 when ascertained.

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1 9. PLAINTIFF is informed and believes, and thereon alleges, that CORNERSTONE
2 CAPITAL HOLDINGS, LLC is a diversified holding company comprised of leading
3 manufacturing and industrial service businesses, which acquired N2 IMAGING SYSTEMS, LLC
4 in or around 2019.

5 10. At all relevant times herein, DEFENDANTS were the joint employers of
6 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
7 alleges, that at all relevant times, DEFENDANTS were the alter egos, divisions, affiliates,
8 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
9 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of
10 one another. Each of the DEFENDANTS was completely dominated by his, her, or its co-
11 DEFENDANTS, and each was the alter ego of the other.

12 11. PLAINTIFF's allegations of the DEFENDANTS' relationship as joint employers is
13 born out of the PLAINTIFF's employment records. Specifically, at PLAINTIFF's time of hire
14 PLAINTIFF was required to sign multiple documents that show the DEFENDANTS' interrelation
15 and representation as being PLAINTIFF's employers, including:

- 16 a. A "Notice to Employee[,] Labor Code section 2810.5" form which identifies
17 PLAINTIFF'S hiring employer as "Aerotek" and "Aston Carter", and lists "N2
18 Imaging Systems, LLC" as the "other entity for whom this employee will
19 perform work";
- 20 b. An employment agreement regarding the employment of PLAINTIFF by
21 "Aerotek Inc." at "its client, N2 IMAGING SYSTEMS, LLC";
- 22 c. An "Acknowledgment and Confirmation" of the "Allegis Group Employee
23 Personal Data Fair Processing Notice[,] which bears PLAINTIFF's name and
24 refers to "the Allegis Group entity employing me";
- 25 d. An "Acknowledgement Form" of the "Allegis Group Code of Conduct and
26 Ethics", which contains an "ALLEGIS" logo;
- 27 e. Paystubs which identify PLAINTIFF'S employer as "Aerotek, Inc" and bear
28 an "Aerotek" logo, but which also list "N2 Imaging Systems LLC" as the client.

1 12. At all relevant times, PLAINTIFF and other aggrieved employees were employed
2 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
3 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
4 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and
5 other aggrieved employees all wages earned and due, through methods and schemes which include,
6 but are not limited to, failing to pay all regular and overtime wages due; failing to provide compliant
7 rest and meal periods and associated premium pay; failing to properly maintain records; failing to
8 provide accurate itemized wage statements for each pay period; failing to timely pay wages during
9 employment; and failing to properly compensate PLAINTIFF and other aggrieved employees for
10 necessary expenditures, in violation of the California Labor Code (“Labor Code”) and the
11 applicable Industrial Welfare Commission (“IWC”) Wage Order.

12 13. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
13 of the acts and omissions alleged herein were performed by, and/or attributable to, all
14 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,
15 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
16 scope of said agency, employment and/or direction and control.

17 14. PLAINTIFF is informed and believes, and thereon alleges, that N2 IMAGING
18 SYSTEMS, LLC is a “client employer,” as defined in Labor Code § 2810.3(1)(A)(3). At all
19 relevant times herein, N2 IMAGING SYSTEMS, LLC had direct control over the working
20 conditions of PLAINTIFF and other aggrieved employees. On April 17, 2020, PLAINTIFF gave
21 N2 IMAGING SYSTEMS, LLC written notice of its violations of Labor Code § 2810.3(b).

22 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
23 PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, from loss of
24 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of
25 this Court.

26 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

27 16. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
28 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and

1 former non-exempt aggrieved employees of DEFENDANTS in the State of California at any time
2 within the period beginning one (1) year and sixty five (65) days prior to the filing of this action,
3 and ending at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

4 17. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice to the California
5 Labor and Workforce Development Agency (“LWDA”) on April 17, 2020 by online submission,
6 and by certified mail to defendants, of the specific provisions of the Labor Code and IWC Wage
7 Orders alleged to have been violated, including the facts and theories to support the alleged
8 violations. PLAINTIFF has not received any response from the LWDA. As PLAINTIFF has
9 waited more than sixty-five (65) days from the April 17, 2020 postmark date of PLAINTIFF’s
10 written notice before filing this action, PLAINTIFF has complied with all of the requirements set
11 forth in Labor Code § 2699.3 to commence a representative action under PAGA.

12 **FACTUAL ALLEGATIONS**

13 **Failure to Provide Required Meal Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 11]**

15 18. During the PENALTY PERIOD, as part of DEFENDANTS’ illegal policies and
16 practices to deprive their current and former non-exempt employees of all wages earned and due,
17 DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to
18 take less meal period(s) lasting less than thirty (30) minutes, or to work through them, and have
19 failed to otherwise provide the required meal periods to PLAINTIFF and other aggrieved
20 employees as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9-
21 2001, § 11.

22 19. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
23 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees who
24 were not provided with a compliant meal period, in accordance with the applicable IWC Wage
25 Order, one additional hour of compensation at each employee’s regular rate of pay for each
26 workday that a meal period was not provided.

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1 **Failure to Provide Required Rest Periods**

2 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 9-2001, § 12]**

3 20. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices
4 to deprive their current and former non-exempt employees all wages earned and due,
5 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
6 required under California Labor Code § 226.7, and IWC Wage Order No. 9-2001, § 12.

7 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
8 Order No. 9-2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were
9 not provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
10 hour of compensation at each employee's regular rate of pay for each workday that a compliant rest
11 period was not provided.

12 **Failure to Pay Overtime Wages**

13 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

14 22. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-
15 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees
16 for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked
17 in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8)
18 hours on the seventh consecutive workday, and at a rate of twice the regular rate of pay for all hours
19 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight
20 (8) hours on the seventh consecutive day of work in any workweek.

21 23. PLAINTIFF and other aggrieved employees are current and former non-exempt
22 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and IWC
23 Wage Order No. 9-2001. During the PENALTY PERIOD, DEFENDANTS failed, and continue
24 to fail, to compensate PLAINTIFF and other aggrieved employees for all overtime hours worked
25 as required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
26 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
27 rate of pay as provided by California Labor Code §§ 510 and 1194, and IWC Wage Order No. 9-
28 2001, § 3; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work

1 off the clock; requiring, permitting or suffering PLAINTIFF and other aggrieved employees to
2 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and
3 other aggrieved employees worked; failing to properly maintain PLAINTIFF's and other aggrieved
4 employees' records; failing to provide accurate itemized wage statements to PLAINTIFF and
5 aggrieved employees each pay period; and other methods to be discovered.

6 24. DEFENDANTS have knowingly and willfully refused to perform their obligations
7 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
8 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 9-2001, § 3.

9 **Failure to Pay Minimum Wages**

10 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]**

11 25. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 9-
12 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
13 in a payroll period is unlawful.

14 26. During the PENALTY PERIOD, and in violation of California Labor Code §§ 1194
15 and 1197 and IWC Wage Order No. 9-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
16 other aggrieved employees the applicable minimum wages for all hours worked in a payroll period
17 by, among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved
18 employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other
19 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
20 which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
21 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
22 statements to PLAINTIFF and other aggrieved employees each pay period; and other methods to
23 be discovered.

24 **Failure to Timely Pay Wages During Employment**

25 **[Cal. Labor Code § 204]**

26 27. Pursuant to California Labor Code § 204, for all labor performed between the 1st
27 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
28 employees between the 16th and 26th day of the month during which the labor was performed.

1 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
2 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
3 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
4 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no
5 later than the payday of the next regular payroll period.

6 28. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to
7 timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by the
8 next regular payroll period as required by California Labor Code § 204.

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Labor Code §§ 201, 202, 203]**

11 29. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay all
12 earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that if
13 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
14 discharge are due and payable immediately.

15 30. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay all
16 accrued wages due to an employee no later than 72 hours after the employee quits his or her
17 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
18 in which case the employee is entitled to his or wages at the time of quitting.

19 31. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
20 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
21 employer is liable for waiting time penalties in the form of continued compensation to the employee
22 at the same rate for up to thirty (30) workdays.

23 32. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
24 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
25 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

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1 **Failure to Maintain Required Records**

2 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 9-2001, § 7]**

3 33. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies
4 and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
5 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
6 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 9-2001, § 7, including but not limited to
7 the following records: total daily hours worked by each employee; applicable rates of pay; all
8 deductions; meal periods; time records showing when each employee begins and ends each work
9 period; and accurate itemized statements.

10 **Failure to Furnish Accurate Itemized Wage Statements**

11 **[Cal. Labor Code § 226(a); IWC Wage Order No. 9-2001, § 7]**

12 34. During the PENALTY PERIOD, DEFENDANTS routinely failed, and continue to
13 fail, to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
14 statements in writing showing each employee's gross wages earned, total hours worked, the number
15 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
16 all deductions made, net wages earned, the inclusive dates of the period for which the employee is
17 paid, the name of the employee and only the last four digits of his or her social security number or
18 employee identification number, the name and address of the legal entity or entities employing
19 PLAINTIFF and other aggrieved employees, and all applicable hourly rates in effect during each
20 pay period and the corresponding number of hours worked at each hourly rate, in violation of
21 California Labor Code § 226(a) and IWC Wage Order No. 9-2001 § 7.

22 35. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
23 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
24 wage statements in accordance with Labor Code § 226(a).

25 36. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
26 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
27 statements as PLAINTIFF and other aggrieved employees could not promptly and easily determine
28 from the wage statement alone one or more of the following: the gross wages earned, the total

1 hours worked, all deductions made, the net wages earned, the name and address of the legal entity
2 or entities employing PLAINTIFF and other aggrieved employees, and/or all applicable hourly
3 rates in effect during each pay period and the corresponding number of hours worked at each hourly
4 rate.

5 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
6 **Duties**

7 **[Cal. Labor Code § 2802]**

8 37. Labor Code § 2802(a) requires an employer to indemnify an employee for all
9 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
10 of her his or her duties, or of his or her obedience to the directions of the employer.

11 38. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
12 and other aggrieved employees for all business expenses and/or losses incurred in direct
13 consequence of the discharge of their duties while working under the direction of DEFENDANTS,
14 including but not limited to, expenses associated with personal cell phone and/or internet usage for
15 work-related purposes and other employment-related expenses, in violation of California Labor
16 Code § 2802.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

19 **[Cal. Labor Code § 2698, *et seq.*]**

20 **(Against All DEFENDANTS)**

21 39. PLAINTIFF hereby incorporates by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 38.

23 40. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
24 Code § 2699(c), and is a proper representative to bring a civil action on behalf of himself and other
25 current and former non-exempt employees of DEFENDANTS pursuant to the procedures specified
26 in Labor Code § 2699.3, because PLAINTIFF is employed by DEFENDANTS and one or more of
27 the alleged Labor Code violations was committed against PLAINTIFF during the PENALTY
28 PERIOD.

1 41. PLAINTIFF seeks to recover civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
3 969. As such, class certification is not required.

4 42. Pursuant to California Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover
5 civil penalties from DEFENDANTS in a representative action for the violations set forth above,
6 including but not limited to, violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
7 512, 1174(d), 1194, 1197, 1198, and 2802.

8 43. Pursuant to California Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
9 DEFENDANTS' violations of California Labor Code provisions for which a civil penalty is
10 specifically provided, including but not limited to the following:

- 11 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
12 DEFENDANTS are subject to a civil penalty in the amount of one hundred
13 dollars (\$100) for the initial violation for each failure to pay each employee
14 and two hundred dollars (\$200) per employee for violations in subsequent
15 pay periods.
- 16 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
17 DEFENDANTS are subject to a civil penalty in the amount of two hundred
18 and fifty dollars (\$250) per aggrieved employee for the initial pay period
19 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
20 employee for violations in subsequent pay periods.
- 21 c. Pursuant to Labor Code § 558(a), "any employer or other person acting on
22 behalf of an employer who violates, or causes to be violated, a section of this
23 chapter or any provision regulating hours and days of work in any order of
24 the Industrial Welfare Commission," including Labor Code §§ 510 and 512,
25 shall be subject to a civil penalty, in addition to any other penalty provided
26 by law, of fifty dollars (\$50) for initial violations for each underpaid
27 employee for each pay period for which the employee was underpaid and
28 one hundred dollars (\$100) for each subsequent violation for each underpaid

employee for each pay period for which the employee was underpaid.

d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

44. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

45. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees, prays for relief against DEFENDANTS as follows:

1. For civil penalties according to proof, including but not limited to all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or any other applicable provisions providing for attorney's fees and costs; and

4. For such further relief that the Court may deem just and proper.

DATED: March 16, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____



Matthew J. Matern
Tagore O. Subramaniam
Julia Z. Wells
Attorneys for Plaintiff DENIS ZELAYA,
individually and on behalf of all other
aggrieved employees

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: March 16, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____



Matthew J. Matern
Tagore O. Subramaniam
Julia Z. Wells
Attorneys for Plaintiff DENIS ZELAYA,
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