

JEAN-CLAUDE LAPUYADE (SBN 248676)
JLAPUYADE@JCL-LAWFIRM.COM
JCL LAW FIRM, APC
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CA 92110
TEL: (619) 599-8292
FAX: (619) 599-8291

SHANI O. ZAKAY (SBN 277924)
ZAKAY LAW GROUP, APLC
5850 OBERLIN DRIVE, SUITE 230A
SAN DIEGO, CA 92121
TEL: (619) 255-9047
FAX: (619) 404-9203

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

vs.

TVI, INC., d.b.a. SAVERS, a Washington
corporation; and DOES 1 through 50, Inclusive;

DEFENDANTS.

Case No. 30-2020-01152545-CU-OE-NJC
Assigned for all purposes to: Judge Craig Griffin

REPRESENTATIVE ACTION N05
COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

1 Plaintiff RICK MELEAD (“PLAINTIFF”) an individual, in his representative capacity on
2 behalf of the himself, the State of California, and fellow current and former AGGRIEVED
3 EMPLOYEES, defined *supra*, against TVI, INC. d.b.a. SAVERS® (“DEFENDANT”), alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 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 DEFENDANT decreased
12 their employment-related costs by systematically violating California wage and hour laws.

13 3. DEFENDANT’s 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 provide compliant 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 TVI, INC. d.b.a. SAVERS® (“DEFENDANT”) is a Washington corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of Orange, City of Yorba Linda, owns, operates and/or manages SAVERS®, a chain of second hand clothing stores throughout California.

7. PLAINTIFF was been employed by DEFENDANT at the Yorba Linda SAVERS® store location, store number 1222, as a non-exempt salesclerk, paid on an hourly basis and entitled to certain non-discretionary flat-sum incentive awards, bonuses, overtime pay and legally compliant meal and rest periods from approximately October 2015 and approximately October 2019.

8. PLAINTIFF brings this action in his representative capacity on behalf of the State of California and on behalf of all of DEFENDANT’s 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 DEFENDANT between April 6, 2019 and the present (“PAGA PERIOD”).

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

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

11. 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.

12. DEFENDANT, including DOES 1 THROUGH 50 (hereinafter collectively “DEFENDANTS”), were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s

1 employer, within the meaning of California Labor Code § 558, who violated or caused to be violated,
2 a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days
3 of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties
4 for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

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

10 **JOINT EMPLOYER**

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

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

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

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

27 18. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and each
28 of them, are subject to civil penalties for their failure to pay PLAINTIFF and the aggrieved employees

the appropriate wages as complained of herein and proximately caused the complaints, injuries, and damages alleged herein.

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

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

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

JURISDICTION AND VENUE

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

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

THE CONDUCT

23. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other

1 things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time
2 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
3 purposefully avoid the accurate and full payment for all time worked as required by California law
4 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
5 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
6 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

7 **A. Meal Period Violations**

8 24. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
9 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning
10 the time during which an employee is subject to the control of an employer, including all the time the
11 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
12 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying
13 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
14 PLAINTIFF's demanding work requirements and DEFENDANTS' under staffing, DEFENDANTS
15 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
16 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
17 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where
18 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA
19 CLASS members forfeited minimum wage and overtime wages by regularly working without their time
20 being accurately recorded and without compensation at the applicable minimum wage and overtime
21 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
22 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

23 25. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
24 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA
25 CLASS members were from time to time unable to take thirty (30) minute off duty meal breaks and
26 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
27 members were required from time to time to perform work as ordered by DEFENDANTS for more
28 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from

time to time failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period for some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work performed by the PLAINTIFF and the members of the CALIFORNIA CLASS does not qualify for limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS’ strict corporate policy and practice. DEFENDANTS failed to maintain adequate staffing levels while increasing the production levels for each employee at the busy airports they provided services for.

B. Rest Period Violations

26. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS members were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work schedule and DEFENDANTS’ inadequate staffing . Further, for the same reasons these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS’ managers.

C. Overtime Regular Rate Violation

27. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for their overtime hours worked. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages due them for working overtime without compensation at the correct overtime rates. DEFENDANTS’ uniform policy and practice to not pay the CALIFORNIA CLASS members the

1 correct overtime rate for all overtime worked in accordance with applicable law is evidenced by
2 DEFENDANTS' business records.

3 28. State law provides that employees must be paid overtime at one-and-one-half times their
4 "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were compensated at
5 an hourly rate plus flat-sum incentive pay that was tied to specific elements of an employee's
6 performance.

7 29. The second component of PLAINTIFF'S and other CALIFORNIA CLASS members'
8 compensation was DEFENDANTS' flat-sum non-discretionary incentive program that paid
9 PLAINTIFF and other CLASS MEMBERS flat-sum incentive wages based on their performance for
10 DEFENDANTS. The flat-sum non-discretionary bonus program provided all employees paid on an
11 hourly basis with flat-sum bonus compensation when the employees met the various performance goals
12 set by DEFENDANTS. These flat-sum incentive payments are identified as "SLSBNS" in the wage
13 statements issued by DEFENDANTS to PLAINTIFF and the other CALIFORNIA CLASS members.

14 30. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods
15 where PLAINTIFF and other CALIFORNIA CLASS members worked overtime and earned this flat-
16 sum non-discretionary bonus, DEFENDANTS failed to accurately include the flat-sum non-
17 discretionary bonus compensation as part of the employees' "regular rate of pay" and/or calculated all
18 hours worked rather than just all non-overtime hours worked. Management and supervisors described
19 the incentive/bonus program to potential and new employees as part of the compensation package. As
20 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
21 members must be included in the "regular rate of pay." The failure to do so has resulted in a systematic
22 underpayment of overtime compensation to PLAINTIFF and other CALIFORNIA CLASS members
23 by DEFENDANTS.

24 31. From time-to-time during the CLASS PERIOD, PLAINTIFF earned "Shift Differ"
25 compensation and worked overtime compensation throughout his employment with DEFENDANTS
26 including, but not limited to the pay period beginning on October 6, 2019 to October 19, 2019.
27 Notwithstanding, DEFENDANTS failed to accurately calculate the non-discretionary, flat-sum bonus
28 entitled "SLSBNS" into the regular rate pay for purposes of PLAINTIFF's overtime compensation.

1 The failure to do so has resulted in an underpayment of overtime compensation to plaintiff PLAINTIFF
2 during this pay period.

3 32. In violation of the applicable sections of the California Labor Code and the requirements
4 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
5 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
6 other members of the CALIFORNIA CLASS at the correct rate of pay for all overtime worked. This
7 uniform policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the
8 correct overtime compensation as required by California law which allowed DEFENDANTS to
9 illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent
10 equitable tolling operates to toll claims by the CALIFORNIA CLASS members against
11 DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

12 **D. Wage Statement Violations**

13 33. California Labor Code Section 226 requires an employer to furnish its employees an
14 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
15 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
16 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
17 employee and only the last four digits of the employee's social security number or an employee
18 identification number other than a social security number, (8) the name and address of the legal entity
19 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee.

21 34. From time to time during the CLASS PERIOD, when PLAINTIFF and other
22 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurate missed meal
23 and rest period premiums, or were paid overtime in the same pay period where they earned a non-
24 discretionary incentive award, DEFENDANTS also failed to provide PLAINTIFF and the other
25 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to
26 show, among other things, all applicable hourly rates in effect during the pay period and the
27 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or
28 missed meal and rest periods.

35. For instance, for the pay period between October 6, 2019 and October 19, 2019, PLAINTIFF received remuneration from DEFENDANTS described as "FLSA SUPP OT" in the gross amount of \$2.33. DEFENDANTS violated California Labor Code Section 226 by failing to list the applicable hourly rate and the corresponding number of hours worked at the applicable hourly rate for this line item of remuneration described as "FLSA SUPP OT". PLAINTIFF, and all those similarly situated members of the CALIFORNIA CLASS, suffered damage as a result of DEFENDANTS' aforementioned violation because he could not promptly and easily determine from the wage statement alone the applicable hourly rate and the corresponding number of hours worked at the applicable hourly rate for this line item of remuneration described as "FLSA SUPP OT".

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

E. Suitable Seating Violations

37. PLAINTIFF further alleges that the station counters in DEFENDANT's stores provide ample space behind each counter area to allow for the presence and use of a stool or seat by DEFENDANT's employees' during the performance of their work duties. DEFENDANT's employees' working at DEFENDANT's stores spend a very substantial portion, and, in many workdays, the vast majority of their working time behind these counters. The nature of the position can reasonably be accomplished while using a seat/stool.

38. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting.

39. DEFENDANT knew or should have known that PLAINTIFF and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that DEFENDANT did not provide suitable seating and/or did not

1 allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct
2 applicable to PLAINTIFF and all Aggrieved Employees, DEFENDANT violated California Labor
3 Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

4 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

25 44. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE, like
26 PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil action to
27 recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3
28

1 45. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
2 Section 2699.3. By certified letter, return receipt requested, dated December 6, 2019, PLAINTIFF
3 gave written notice to the Labor and Workforce Development Agency (“LWDA”) and to
4 DEENDANTS of the specific provisions of the Labor Code alleged to have been violated, including
5 the facts and theories to support the alleged violations.

6 46. As of July 15, 2020, more than sixty-five (65) days after serving the LWDA with notice
7 of DEFENDANTS’ violations, the LWDA has not provided any notice by certified mail of its intent to
8 investigate the DEFENDANTS’ alleged violations as mandated by Labor Code Section
9 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)A, PLAINTIFF may
10 commence and is authorized to pursue this cause of action.

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

16 48. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the AGGRIEVED
17 EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of Labor Code Section 201,
18 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2,
19 1197, 1197.1, 1198, 1199, and 2804 in the following amounts:

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

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

1 c. For violations of Labor Code Sections 204, a civil penalty in the
2 amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE
3 for any initial violation and two hundred dollars (\$200) for AGGIEVED
4 EMPLOYEE for each subsequent violation [penalty per Labor Code
5 Section 210];

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

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

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

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

24 2. For all provisions of the Labor Code for which civil penalty is not specifically provided,
25 Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100) for each
26 AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars (\$200) for
27 each AGGRIEVED EMPLOYEE per pay period for each subsequent violation. PLAINTIFF and the
28

1 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
2 connection with their claims for civil penalties pursuant to Labor Code Section 2699(g)(1).

3 **PRAYER FOR RELIEF**

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

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

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

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

10
11 Dated: July 22, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

12
13 By: 
14 Jean-Claude Lapuyade
15 Attorneys for PLAINTIFF

16 **DEMAND FOR JURY TRIAL**

17 PLAINTIFF demands a jury trial on all issues triable to a jury.

18
19 Dated: July 22, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

20
21 By: 
22 Jean-Claude Lapuyade
23 Attorneys for PLAINTIFF
24
25
26
27
28