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*Attorneys for Plaintiff Oscar Ruiz-Garcia, an
Aggrieved Employee of Defendants, for the State
of California's Labor and Workforce
Development Agency on Behalf of All Aggrieved
Employees of Defendants*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

OSCAR RUIZ-GARCIA, Aggrieved
Employee of Defendants, for the State of
California's Labor and Workforce
Development Agency on Behalf of All
Aggrieved Employees of Defendants,

Plaintiff,

v.

TNH MOTORS, INC., a California
Corporation, and DOES 1-100, Inclusive,

Defendants.

Case No. **20STCV25676**

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff OSCAR RUIZ-GARCIA (hereinafter, “Plaintiff”), who is an aggrieved employee
2 of Defendant TNH MOTORS, INC. (“TNH”), and DOES 1 through 100, inclusive, (collectively,
3 “Defendants”), brings this representative action for the State of California’s Labor and Workforce
4 Development Agency (“LWDA”) on behalf of all current and former aggrieved employees of
5 Defendants, including himself, and hereby alleges the following facts and claims against
6 Defendants, and respectfully request civil penalties, all other available relief, and a trial by jury of
7 all issues and causes of action so triable.

8 **INTRODUCTION**

9 1. Plaintiff brings this representative action as the proxy for the State of California’s
10 LWDA against Defendants for civil penalties pursuant to California’s Private Attorneys General
11 Act of 2004 (hereinafter, the “PAGA”), Labor Code section 2698, *et seq.*, resulting from
12 Defendants’ violations of “wage and hour” laws protective of Defendants’ aggrieved employees
13 under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders.
14 The PAGA permits an aggrieved employee to bring a representative action as the State’s
15 designated proxy on behalf of himself and all other current and former non-exempt aggrieved
16 employees of an employer to recover civil penalties for violation of California’s Labor Code.

17 2. Defendants’ systemic pattern of Labor Code and IWC Wage Order violations
18 toward Plaintiff and other current and former aggrieved employees of Defendants include, but are
19 not limited to:

20 a. Failure to pay all wages owed for time worked in violation of California
21 Labor Code (“Labor Code”) sections 204, 1194, 1197, 1198, and 1199 and Section 4 of the
22 applicable IWC Wage Order(s);

23 b. Failure to pay all overtime and double overtime compensation based upon
24 the appropriate regular rate of pay by not taking into account all remuneration paid, including non-
25 discretionary bonuses earned, in violation of Labor Code sections 204, 510 and Section 3 of the
26 applicable IWC Wage Order(s);

27 c. Failure to provide meal periods and meal period premiums in violations of
28 Labor Code sections 226.7, 512, 558, 1198, and 1199 and section 11 of the applicable Wage

1 Order(s);

2 d. Failure to provide a net ten minutes of off-duty rest periods for every four
3 hours worked, or a major fraction thereof, and rest period premiums, in violation of Labor Code
4 section 226.7 and section 12 of the applicable Wage Order(s); and

5 e. Failure to furnish accurate itemized wage statements in violation of Labor
6 Code section 226(a) and 226.3.

7 3. Pursuant to the PAGA, Plaintiff brings this representative action against
8 Defendants, on behalf of himself and all other aggrieved employees of Defendants in California,
9 seeking to recover civil penalties, costs and attorney's fees, and all other available relief for
10 Defendants' violations of the Labor Code, as alleged herein.

11 **PARTIES**

12 4. Plaintiff OSCAR RUIZ-GARCIA ("Plaintiff") is an individual over the age of
13 eighteen (18). Plaintiff is and, at all relevant times mentioned in this Complaint, was a California
14 citizen residing within Ventura County, California. Plaintiff was employed by Defendants in
15 California as a non-exempt employee from approximately February 2018 to June 20, 2020. At all
16 relevant times herein, Plaintiff was and is an "employee" as that term is used in the Labor Code.
17 During the applicable statutory period, Plaintiff was and is subject to various policies, procedures,
18 and practices implemented by Defendants that, as alleged herein, were and are in violation of the
19 Labor Code and IWC wage orders. At all relevant times, Plaintiff was and is an aggrieved
20 employee of Defendants within the meaning of Labor Code section 2699(c).

21 5. Defendant TNH MOTORS, INC., is a California corporation with its principal
22 place of business at 4606 Lankershim Blvd, North Hollywood, Los Angeles County, California.
23 Defendant is an "employer" regularly employing California residents and is subject to the Labor
24 Code and IWC Wage Orders. On information and belief, Defendant TNH MOTORS, INC.
25 (sometimes referred to as "Toyota of North Hollywood") employs over 200 people in the
26 automobile sales industry.¹

27 _____
28 ¹ See: <https://www.linkedin.com/company/north-hollywood-toyota/about/> (last visited June 19, 2020)

1 6. Defendants named DOES 1 through 100, inclusive, are on information and belief
2 now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually
3 doing business in California, including Los Angeles County, and each of the fictitiously named
4 Defendants is responsible for the conduct alleged in this Complaint. Plaintiff does not know the
5 true names or capacities, whether individual, partner or corporate, of DOES 1 through 100,
6 inclusive, and for that reason, DOES 1 through 100, inclusive, are sued under such fictitious
7 names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave of
8 court to amend their Complaint to allege both the true names and capacities of the DOE
9 Defendants when ascertained.

10 7. Defendants TNH MOTORS, INC., and DOES 1 through 100, inclusive, were
11 Plaintiff's and other current and former aggrieved employees' employers or persons acting on
12 behalf of their employer, within the meaning of California Labor Code section 558, who violated
13 or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any
14 provision regulating hours and days of work in any Wage Order of the IWC, and are subject to
15 civil penalties as set forth in Labor Code section 2698, *et seq.*

16 8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
17 or indirectly, or through agents or other persons, is in some manner intentionally, negligently, or
18 otherwise responsible for the acts, omissions, occurrences and transactions alleged herein. Plaintiff
19 is informed and believe and thereon alleges that each Defendant acted in all respects pertinent to
20 this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy
21 in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other
22 Defendants.

23 **JURISDICTION AND VENUE**

24 9. The California Superior Court has jurisdiction in this matter pursuant to California
25 Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all
26 causes except those given by statute to other trial courts." The statutes under which this action is
27 brought do not specify any other specific basis for jurisdiction.

28 10. The California Superior Court also has jurisdiction in this matter because both the

1 individual and aggregate penalties sought herein exceed the minimal jurisdictional limits of the
2 Superior Court and will be established at trial, according to proof.

3 11. The California Superior Court also has jurisdiction over Defendants because they
4 are corporations and/or entities and/or persons with sufficient minimum contacts in California, are
5 citizens of California, or otherwise intentionally availed themselves of the California market so as
6 to render the exercise of jurisdiction over them by the California courts consistent with traditional
7 notions of fair play and substantial justice. There is no federal question at issue as the issues herein
8 are based solely on California statutes and law, including the Labor Code. Thus, this Court
9 maintains appropriate jurisdiction to hear this matter.

10 12. Venue is proper in the Superior Court of California for the County of Los Angeles,
11 pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in
12 that liability arose in Los Angeles County because at least some of the acts and omissions that are
13 the subject matter of this Complaint occurred therein and/or each Defendant either is found,
14 maintains offices, transacts business, exists, and/or has an agent in Los Angeles County.

15 **FACTUAL ALLEGATIONS**

16 13. During the applicable statutory period, Defendants employed Plaintiff as a non-
17 exempt Sales Specialist in California at its headquarters located in North Hollywood, Los Angeles
18 County, California, from approximately February of 2018 to June 20, 2020.

19 14. During the applicable statutory period, Defendants failed to compensate Plaintiff
20 for all overtime and double overtime compensation based upon the regular rate of pay by not
21 taking into account all remuneration paid, including non-discretionary bonuses earned.

22 15. During the applicable statutory period, Defendants have consistently denied
23 Plaintiff an opportunity to take timely off-duty and uninterrupted thirty minute long meal periods
24 before the end of the fifth hour of work. In instances where Plaintiff worked over ten hours,
25 Plaintiff was also consistently denied an opportunity to take a second timely off-duty and
26 uninterrupted thirty minute long meal period. Defendants also did not pay Plaintiff a premium
27 wage equivalent to an additional hour of pay at his regular rate of pay for each workday that a
28 compliant meal period was not provided. Moreover, as a result of Defendants' failure to calculate

1 the regular rate of pay by not taking into account all remuneration paid, Plaintiff not paid meal
2 period premiums at the correct rate of pay in those instances in which he received meal period
3 premiums for late first meal periods.

4 16. During the applicable statutory period, Defendants consistently failed to authorize
5 and permit Plaintiff to take timely off-duty and uninterrupted ten minute long rest periods every
6 four hours worked, or major fraction thereof. For example, Plaintiff frequently was not provided
7 the opportunity to take a third rest period in instances where he worked over ten hours and was not
8 paid a premium wage for these non-compliant rest periods.

9 17. Also, it is Defendants' policy and practice to pay Plaintiff 0.17 hours as "as
10 "[REST RECOVERY]" for two rest periods during shifts of 8 hours. However, Plaintiff was not
11 paid for legally mandated third rest periods on shifts over ten hours, thereby depriving him of all
12 minimum wages owed.

13 18. Further, to the extent rest period premiums were paid, they were paid based on the
14 artificially low regular rate set by Defendants, which failed to take into account all remuneration
15 including non-discretionary bonuses.

16 19. During the applicable statutory period, Defendants failed to provide Plaintiff with
17 accurate itemized wage statements. Defendants failed to furnish Plaintiff with itemized wage
18 statements that did not identify TNH Motors, Inc. as his employer. Additionally, as a result of the
19 alleged violations discussed above, Defendants failed to provide Plaintiff with itemized wage
20 statements that failed to identify, among other things, the correct amount of gross and net wages
21 earned, and the correct number of and the correct amount of deductions.

22 **GENERAL ALLEGATIONS**

23 20. Plaintiff and all other aggrieved employees are current and former non-exempt
24 employees of Defendants that work or worked at Defendants' facilities in California as non-
25 exempt employees during the statutory period.

26 21. During the applicable statutory period, Plaintiff and all other current and former
27 aggrieved employees were subject to the same various policies, procedures, and practices
28 implemented by Defendants that, as alleged herein, were and are in violation of the Labor Code.

1 22. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
2 and/or practice, Defendants failed to pay Plaintiff and all other aggrieved employees for all
3 overtime and double overtime compensation based upon the regular rate of pay by not taking into
4 account all remuneration paid, including non-discretionary bonuses earned.

5 23. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
6 and/or practice Defendants denied and continue to deny Plaintiff and all other aggrieved
7 employees an opportunity to take timely off-duty and uninterrupted thirty minute long meal
8 periods before the end of the fifth hour of work. In instances where Plaintiff and aggrieved
9 employees worked over ten hours, they were consistently denied an opportunity to take a second
10 timely off-duty and uninterrupted thirty minute long meal period. Defendants also did not pay
11 Plaintiff and aggrieved employees a premium wage equivalent to an additional hour of pay at their
12 regular rate of pay for each workday that a compliant meal period was not provided. Moreover, as
13 a result of Defendants' failure to calculate the regular rate of pay by not taking into account all
14 remuneration paid, Plaintiff and aggrieved employees were not paid meal period premiums at the
15 correct rate of pay in those instances in which they received meal period premiums.

16 24. Plaintiff is informed and believes, and thereon alleges, Defendants maintain a
17 policy and/or practice that denied and continues to deny Plaintiff and all other aggrieved
18 employees the opportunity to take timely off-duty and uninterrupted ten minute long rest periods
19 every four hours worked, or major fraction thereof. Moreover, as a result of Defendants' failure to
20 calculate the regular rate of pay by not taking into account all remuneration paid including
21 bonuses, Plaintiff and aggrieved employees were not paid rest period premiums at the correct rate
22 of pay in those instances in which they received rest period premiums.

23 25. Plaintiff is informed and believes, and thereon alleges, Defendants maintain a
24 policy or practice wherein it does not compensate Plaintiff and all other aggrieved employees for
25 all minimum wages due to its failure to pay for time in which rest periods should be taken.

26 26. Plaintiff is informed and believes, and thereon alleges, that Defendants maintain a
27 policy or practice that fails to furnish them and all other aggrieved employees with accurate
28 itemized wage statements due to Defendants failure to identify TNH Motors, Inc. as their

1 employer and as a result of the alleged violations discussed above, Defendants failed to provide
2 Plaintiff and aggrieved employees with itemized wage statements that failed to identify, among
3 other things, the correct amount of gross and net wages earned, and the correct number of and the
4 correct amount of deductions.

5 **FIRST CAUSE OF ACTION**

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

7 **(California Labor Code §§ 2698, *et seq.*)**

8 27. Plaintiff incorporates by reference and realleges each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
10 set forth herein.

11 28. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
12 applicable civil penalties, reasonable attorneys' fees and costs, and all other available relief
13 permitted under the PAGA through a representative action on behalf of the State of California's
14 LWDA for all aggrieved employees, including himself, that work or worked for Defendants
15 during the relevant time period.

16 29. In accordance with *Arias v. Superior Court*, (2009) 46 Cal.4th 969, a representative
17 action is not subject to the formalities required of a class action and class certification of PAGA
18 claims is not required.

19 30. Plaintiff is an "aggrieved employee" of Defendants within the meaning of Labor
20 Code section 2699(c) because he was employed by Defendants during the applicable statutory
21 period and suffered one or more of the Labor Code violations, as alleged herein.

22 31. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
23 penalties recovered by aggrieved employees shall be distributed to the LWDA for enforcement of
24 labor laws and education of employers and employees about their rights and responsibilities under
25 the Labor Code, and twenty-five percent (25%) shall be distributed to the aggrieved employees.

26 32. Plaintiff's representative action alleges violations of certain Labor Code sections
27 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
28 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

1 33. On May 1, 2020, Plaintiff complied with Labor Code section 2699.3(a) by
2 electronically filing written notice with the LWDA and serving written notice, via certified mail,
3 upon Defendants regarding the specific provisions of the Labor Code alleged to have been violated
4 by Defendants and Plaintiff intent to pursue civil penalties against Defendants on behalf of himself
5 and all other aggrieved employees pursuant to PAGA. Attached hereto as **Exhibit A** is a true and
6 correct copy of Plaintiff's notice letter. Plaintiff also paid the filing fee to the LWDA.

7 34. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
8 notify the employer and the aggrieved employee or representative by certified mail that it does not
9 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
10 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
11 of the postmark date of the notice given... the aggrieved employee may commence a civil action
12 pursuant to Section 2699." Sixty-five calendar days have passed since Plaintiff served notice upon
13 the LWDA and Defendants, and the LWDA did not provide notice of its intent to investigate
14 Plaintiff's claims. Accordingly, Plaintiff exhausted his obligation to provide administrative notice
15 and is authorized to commence this representative action seeking civil penalties on behalf of all
16 aggrieved employees of Defendants.

17 35. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
18 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
19 divisions, commissions, boards, agencies or employees for violation of the code may, as an
20 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
21 herself and other current or former employees pursuant to the procedures specified in Labor Code
22 section 2699.3.

23 36. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
24 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
25 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
27 subsequent violation.

28 37. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of the State of

1 California's LWDA for all aggrieved employees of Defendants, including himself, seeks
2 applicable civil penalties for violations of Labor Codes 204, 226, 226.7, 510, 512, 558, 1194,
3 1197, 1198, and 1199 during the statutory period, as set forth below:

4 a. For violations of Labor Code sections 226.7, 512, 1194, 1197 1198, and
5 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one hundred dollars (\$100) for
6 each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200)
7 for each aggrieved employee per pay period for each subsequent violation;

8 b. For violations of Labor Code section 204, Labor Code section 210 imposes
9 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
10 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
11 employee, for each subsequent violation, regardless of whether the subsequent violation was
12 willful or intentional;

13 c. For violations of Labor Code section 226(a), Labor Code section 226.3
14 imposes a civil penalty, in addition to any other penalty provided by law, of two hundred fifty
15 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
16 per aggrieved employee for each subsequent violation.

17 38. Defendants violated Labor Code sections 510, 1194, 1197, 1198, and 1199 by not
18 paying Plaintiff and aggrieved employees all wages owed for all hours worked for each pay period
19 as a result of Defendants' policy or practice of failing to pay overtime and double overtime
20 compensation based upon the regular rate of pay by not taking into account all remuneration paid,
21 including non-discretionary bonuses earned, and as a result of Defendant's to compensate
22 employees for all time in which rest breaks should be taken, as alleged herein. Thus, pursuant to
23 Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars
24 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
25 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

26 39. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiff and
27 all other aggrieved employees of Defendants an opportunity to take timely off-duty and
28 uninterrupted thirty minute meal periods for every five hours worked, including timely off-duty

1 and uninterrupted thirty minute long meal periods before the end of the fifth hour of work, and by
2 failing to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for
3 each day a compliant meal period was not provided. Thus, pursuant to Labor Code section
4 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
5 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
6 each aggrieved employee per pay period for each subsequent violation.

7 40. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiff and
8 all other aggrieved employees of Defendants an opportunity to take a second timely off-duty and
9 uninterrupted thirty minute meal periods on occasions when they work shifts longer than ten to
10 hours, including timely off-duty and uninterrupted thirty minute long meal periods before the end
11 of the tenth hour of work, and by failing to pay a premium wage equivalent to an additional hour
12 of pay at the regular rate of pay for each day a compliant meal period was not provided. Thus,
13 pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
14 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
15 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
16 violation.

17 41. Defendants violated Labor Code section 226.7 by denying Plaintiff and all other
18 aggrieved employees of Defendants a ten minute off-duty rest period for every four hours worked,
19 or major fraction thereof, and by failing to provide a premium wage equivalent to an additional
20 hour of pay at the regular rate of pay for each workday that a compliant rest period was not
21 provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
22 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
23 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
24 subsequent violation.

25 42. Defendants violated Labor Code section 204 by failing to pay Plaintiff and all other
26 aggrieved employees of Defendants all minimum wages owed during a pay period, overtime and
27 double overtime owed during a pay period, meal period premium wages and rest period premium
28 wages equivalent to an additional hour of pay at their regular rate of pay for each day a compliant

1 meal periods and/or rest period was not provide during a pay period. In accordance with Labor
2 Code sections 210(a) and 2699(a), Defendants, in addition to, and entirely independent and apart
3 from any other penalty, are subject to a civil penalty for failing to pay all wages earned by Plaintiff
4 and all other aggrieved employees of Defendants for each pay period as provided in Labor section
5 204, in the amount of one hundred dollars (\$100) for the initial violation per aggrieved employee
6 and two hundred dollars (\$200) for each subsequent violation, or any willful or intentional
7 violation, per aggrieved employee.

8 43. Defendants violated Labor Code section 226(a) by failing to provide Plaintiff and
9 all other aggrieved employees of Defendants with accurate itemized wage statements correctly
10 identifying, among other things the name of the legal entity that is the employer, the correct
11 amount of gross wages earned, the correct amount of net wages earned, and the correct amount of
12 deductions that were paid or should have been paid. Thus, pursuant to Labor Code sections 226.3
13 and 2699(a), Defendants, in addition to, and entirely independent and apart from any other
14 penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the amount of two
15 hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial citation and one
16 thousand dollars (\$1,000) per aggrieved employee for each violation in a subsequent citation.

17 44. At all material times, Defendants were Plaintiff and all other aggrieved employees'
18 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
19 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
20 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
21 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
22 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
23 provided by law.

24 45. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
25 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
26 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
27 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
28 Defendants' failure to pay wages owed for all regular hours and overtime and double overtime

1 hours, as alleged herein.

2 46. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
3 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
4 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
5 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
6 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
7 worked, or major fraction thereof, as alleged herein.

8 47. Defendants violated Labor Code section 1198 by failing to comply with the
9 maximum hours of work and the standards conditions of labor fixed by the IWC under the “Hours
10 and Days of Work”, the “Meal Period”, the “Rest Period” and “Record” sections of the applicable
11 IWC Wage Order, by failing to provide compliant meal periods, failing to pay meal periods
12 premium wages, failing to provide compliant rest periods, failing to pay rest period premium
13 wages, failing to keep and provide accurate records, and failing to timely pay owed wages upon
14 separation of employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2),
15 Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for each
16 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
17 each aggrieved employee per pay period for each subsequent violation.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff pray for judgment against Defendants as follows:

- 20 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
- 21 2. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
22 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
23 per aggrieved employee for each subsequent violation;
- 24 3. For civil penalties under Labor Code section 210 in the amount of one hundred
25 dollars (\$100) for each aggrieved employee for each initial violation that was neither willful nor
26 intentional, and two hundred dollars (\$200) for each aggrieved employee, for each subsequent
27 violation, regardless of whether the subsequent violation was willful or intentional;
- 28 4. For civil penalties under Labor Code section 2699(f), for Labor Code violations

1 without a specific civil penalty, in the amount of one hundred dollars (\$100) for each aggrieved
2 employee per pay period for each initial violation and two hundred dollars (\$200) for each
3 aggrieved employee per pay period for each subsequent violation;

4 5. For civil penalties under Labor Code section 558, as follows: (1) for an initial
5 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
6 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each
7 underpaid employee for each pay period for which the employee was underpaid;

8 6. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
9 section 2699(g)(1), or other applicable laws;

10 7. For pre-judgment and post-judgment interest as provided by law; and

11 8. For such additional relief as this Court may deem just and proper.

12 DATED: July 8, 2020

Respectfully submitted,

13 BOUCHER LLP

14
15 By:


16 RAYMOND P. BOUCHER
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17 MALLORY WHITE LAW

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21 *Aggrieved Employee of Defendants, for the State*
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23 *Agency on Behalf of All Aggrieved Employees of*
24 *Defendants*

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DATED: July 8, 2020

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