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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

**STANLEY MOSK COURTHOUSE**

KENNETH E. REISING, individually, and on  
behalf of all other aggrieved employees,

Plaintiff,

v.

EL POLLO LOCO, INC., a Delaware  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO. 20STCV42951

**COMPLAINT FOR VIOLATION OF THE  
PRIVATE ATTORNEYS GENERAL ACT  
OF 2004 ("PAGA")**

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

1 This is a representative action brought by Kenneth E. Reising ("Plaintiff"), on behalf of all  
2 other aggrieved employees and the State of California, relating to systemic violations of California  
3 wage and hour laws by his employer El Pollo Loco, Inc. (hereinafter referred to as "El Pollo Loco" or  
4 "Defendant"). Plaintiff makes the following allegations on information and belief, except as to  
5 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

### 6 INTRODUCTION

7 1. Defendant operates fast food restaurants throughout the State of California doing  
8 business as El Pollo Loco.

9 2. In an effort to conserve labor costs, and thereby maximize profits, Defendant has  
10 implemented policies and practices that have resulted in systematic violations of California's wage  
11 and hour laws.

12 3. For example, Defendant has implemented unlawful policies with respect to meal and  
13 rest breaks. Defendant requires its non-exempt employees, who are informed that the needs of the  
14 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods and  
15 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been  
16 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

17 4. Moreover, Defendant has uniformly failed to pay Plaintiff and other aggrieved  
18 employees proper overtime wages due the fact that it has willfully turn a blind eye to off-the-clock  
19 work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendant's  
20 understaffing and imposition of an unreasonable workload.

21 5. During the COVID-19 pandemic Defendant failed to compensate Plaintiff and the  
22 other aggrieved employees for a period of weeks during the initial crisis.

23 6. Defendant also fails to indemnify Plaintiff and the other aggrieved employees for all  
24 business expenses incurred as a result of the discharge of their duties. In particular, Plaintiff and the  
25 other aggrieved employees are required to wear special uniforms which get extremely dirty and  
26 covered in food and grease due to the nature of their work and Defendant does not reimburse Plaintiff  
27 or the other aggrieved employees for the upkeep and costs of maintenance of their uniforms.

1           7. Defendant also fails to provide suitable resting facilities by not providing a breakroom  
2 or other appropriate designated areas on the work premises where Plaintiff and the other aggrieved  
3 employees could take meal and rest periods.

4           8. Finally, Defendant failed to provide suitable seating by not providing seats or stools at  
5 the cash registers operated by Plaintiff and the other aggrieved employees. The nature of the work  
6 performed by Plaintiff and the other aggrieved employees reasonably permits the use of seats when  
7 cashiers are assisting customers at Defendant's restaurants.

8                                   **JURISDICTION AND VENUE**

9           9. The Superior Court of the State of California has jurisdiction in this matter because  
10 Plaintiff is a citizen of the State of California, and Defendant is licensed to do business under the laws  
11 of the State of California. No federal question is at issue because Plaintiff's claims are based solely  
12 on California law.

13          10. Venue is proper in this judicial district and the County of Los Angeles because  
14 Defendant maintains its restaurant in the County of Los Angeles and Plaintiff worked for Defendant  
15 at a location located in the County of Los Angeles. Many other aggrieved employees also worked for  
16 Defendant at its restaurants located in the County of Los Angeles.

17                                   **THE PARTIES**

18          11. During the statute of limitations period, Plaintiff was employed by Defendant as a  
19 Kitchen Team Member at its location in LaVerne, California.

20          12. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all  
21 times relevant hereto was, a corporation organized and existing under the laws of the State of  
22 California.

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

3 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

4 14. On June 19, 2020, Plaintiff gave written notice by certified mail pursuant to California  
5 Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and  
6 El Pollo Loco, of the specific provisions of the California Labor Code and IWC Wage Order alleged  
7 to have been violated, including the facts and theories to support the alleged violations. Plaintiff has  
8 not received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days  
9 from the June 19, 2020 postmark date of his written notice before filing this action, Plaintiff has  
10 complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a  
11 representative action under the California Private Attorneys General Act of 2004 (“PAGA”).

12 15. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this  
13 action on behalf of the State of California, and all other aggrieved employees (e.g., current and  
14 former non-exempt employees of Defendant and performed work for Defendant in the State of  
15 California at any time within the period beginning one (1) year prior to the June 19, 2020 notice  
16 Plaintiff provided to the LWDA and Defendant, and ending at the time this action proceeds to final  
17 judgment (“statute of limitations period”).

18 **FACTUAL ALLEGATIONS**

19 **Failure to Provide Required Meal Periods**

20 16. During the statute of limitations period, as part of Defendant’s illegal policies and  
21 practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted  
22 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,  
23 to completely skip their meal periods, to take late and short meal periods, and Defendant has  
24 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as  
25 required under California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order.

26 17. Defendant has implemented several practices that have caused Plaintiff and aggrieved  
27 employees to systematically miss and otherwise take non-compliant meal periods. Defendant  
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1 systematically understaff its job sites such that non-exempt employees are given so much work to  
2 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct  
3 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete  
4 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them  
5 after working longer than five (5) hours, to perform work during their meal periods, or return to work  
6 after taking less than a thirty (30) minute meal period.

7       18. There are also frequent occasions when Plaintiff and aggrieved employees need to  
8 perform other duties immediately before the time during which they are legally entitled to take a meal  
9 period. Pursuant to Defendant's policies, Plaintiff and aggrieved employees cannot simply drop their  
10 job duties and leave a customer to take a meal period. At other times Plaintiff and the other aggrieved  
11 employees were too busy waiting on customers of Defendant to stop their work in middle of a  
12 customer order. Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take  
13 late meal periods, return early from meal periods, and even clock out for meal periods but continue  
14 working.

15       19. Moreover, Plaintiff and other aggrieved employees need to secure permission before  
16 taking a meal period, which is often denied by supervisors. Plaintiff and aggrieved employees often  
17 cannot simply stop taking the order from a customer to take their meal period, and their inability to  
18 secure coverage regularly causes them to regularly miss and otherwise take non-compliant meal  
19 periods, in addition to other violations yet to be discovered.

20       20. Despite the foregoing, Defendant has implemented a policy and practice of actively  
21 discouraging the issuance of meal period premium payments, and in the process, Defendant has  
22 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to  
23 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a  
24 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper  
25 regular rate of pay for each workday that such a meal period was not authorized or permitted.

26                                   **Failure to Provide Required Rest Breaks**

27       21. During the statute of limitations period, as part of Defendant's illegal policies and  
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1 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize  
2 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California  
3 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

4       22. The same or similar policies and practices that deprive Plaintiff and other aggrieved  
5 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to  
6 take their first and second and third rest breaks. As alleged herein, Defendant understaffs its  
7 restaurant, which creates so much work for Plaintiff and other aggrieved employees that they are  
8 frequently unable to take rest breaks. Moreover, Plaintiff and aggrieved employees need to first  
9 secure permission before taking a rest break. Plaintiff and aggrieved employees often cannot simply  
10 stop assisting a customer to take a rest break, and their inability to secure coverage regularly causes  
11 them to regularly miss and otherwise take non-compliant rest breaks.

12       23. Defendant also does not provide adequate training regarding its legal obligations with  
13 respect to the provision of rest breaks, does not implement a schedule regarding rest breaks for non-  
14 exempt employees, and often interrupts staff who try to take rest periods. In short, Defendant  
15 essentially has a non-existent rest break policy, as there is no guidance or specification as to when  
16 Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks during their  
17 shifts.

18       24. Defendant also violated California Labor Code § 226.7, and § 12 of the applicable  
19 IWC Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a  
20 rest break, in accordance with the applicable wage order, one additional hour of compensation at the  
21 proper regular rate of pay for each workday that a rest break was not provided.

22                                   **Failure to Pay Overtime Wages**

23       25. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order,  
24 Defendant is required to compensate Plaintiff and other aggrieved employees for all overtime, which  
25 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of  
26 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the  
27 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in  
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1 any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of  
2 work in any workweek.

3         26. During the statute of limitations period, Defendant failed to compensate Plaintiff and  
4 other aggrieved employees for all overtime hours worked as required under the foregoing provisions  
5 of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime  
6 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§  
7 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other  
8 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not  
9 compensating them for this time, improperly calculating the regular rate of pay based on bonuses,  
10 commissions, and other remuneration, and other methods to be discovered.

11         27. In a short-sighted attempt to maximize profits, Defendant has understaffed its job site.  
12 Not only has this practice resulted in widespread missed meal and rest breaks, but it has also caused  
13 Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendant has actual or  
14 constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and other  
15 aggrieved employees routinely arrive to work early to check so that they are prepared and ready to  
16 begin performing their duties promptly at the start of their shifts, as they must be pursuant to the  
17 requirements of Defendant. Defendant knows that Plaintiff and other aggrieved employees perform  
18 this work off-the-clock.

19         28. Defendant has knowingly and willfully refused to perform its obligations to  
20 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in  
21 violation of California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

22                     **Failure to Pay Minimum Wages**

23                     **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

24         29. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,  
25 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll  
26 period is unlawful.

27         30. During the statute of limitations period, the hourly rates for Plaintiff and other  
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1 aggrieved employees were precisely at California minimum wage. Based on this common practice,  
2 Defendant failed to pay Plaintiff and other aggrieved employees minimum wages for all hours  
3 worked by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the  
4 clock, such as requiring them to work through meal and rest breaks but not compensating them for  
5 this time, and failing to include this time in all hours worked, and other methods to be discovered.

6 31. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4  
7 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff  
8 and other aggrieved employees have been damaged in an amount according to proof at trial.  
9 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other  
10 applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of  
11 wages owed to them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of  
12 suit.

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

14 32. Pursuant to California Labor Code § 204, for all labor performed between the 1st and  
15 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the  
16 16th and 26th day of the month during which the labor was performed. California Labor Code § 204  
17 also provides that for all labor performed between the 16th and 26th days of any calendar month,  
18 Defendant is required to pay its non-exempt employees between the 1st and 10th day of the following  
19 calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in  
20 excess of the normal work period shall be paid no later than the payday of the next regular payroll  
21 period.

22 33. During the statute of limitations period, Defendant has knowingly and willfully failed  
23 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next  
24 regular payroll period as required by California Labor Code § 204, including but not limited to,  
25 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation  
26 of the regular rate of pay, and for work performed off-the-clock. In particular, during the COVID-19  
27 pandemic, Defendant failed to pay wages to Plaintiff and the other aggrieved employees for a period  
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1 of several weeks.

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

3 34. Pursuant to California Labor Code §§ 201, 202 and 203, Defendant is required to pay  
4 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201  
5 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at  
6 the time of discharge are due and payable immediately.

7 35. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay  
8 all accrued wages due to an employee no later than 72 hours after the employee quits his or her  
9 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in  
10 which case the employee is entitled to his or her wages at the time of quitting.

11 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
12 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who  
13 quits, the employer is liable for waiting time penalties in the form of continued compensation to the  
14 employee at the same rate for up to 30 workdays.

15 37. During the statute of limitations period, Defendant has willfully failed to pay accrued  
16 wages and other compensation to Plaintiff and other aggrieved employees in accordance with  
17 California Labor Code §§ 201 and 202. On information and belief, Defendant does not have a  
18 sufficient policy to provide Plaintiff and other aggrieved employees with their final paychecks within  
19 the timeframes required under California law. Further, Plaintiff's employment ended on or about May  
20 of 2020, Defendant failed and continues to fail to properly compensate Plaintiff and other aggrieved  
21 employees for all hours worked when due, overtime wages, and compensation for non-compliant  
22 meal and rest breaks, Defendant also willfully failed and continue to fail to pay accrued wages and  
23 other compensation to Plaintiff and other aggrieved employees in accordance with California Labor  
24 Code §§ 201 and 202.

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

26 38. During the statute of limitations period, Defendant has routinely failed to provide  
27 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.

1 Defendant's pay stubs have violated California Labor Code § 226. Defendant was and is not  
2 providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks but  
3 intentionally fails to include in their wage statements one (1) additional hour of compensation at their  
4 regular rates of pay for each non-compliant meal period or rest break. Moreover, Defendant has failed  
5 to pay proper overtime wages to Plaintiff and other aggrieved employees and its wage statements  
6 therefore fail to reflect the correct hourly rates worked by Plaintiff and other aggrieved employees.  
7 Defendant also failed to reimburse Plaintiff and the other aggrieved employees for employment  
8 related expenses resulting in inaccurate wage statements. Finally, Plaintiff and the other aggrieved  
9 employees earned wages which were due during the COVID-19 pandemic but were not compensated  
10 by Defendant.

11 39. In order to conceal its wage theft, Defendant knowingly and intentionally failed to  
12 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements  
13 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

14 40. Plaintiff and other aggrieved employees suffered injury as a result of the failure of  
15 Defendant to provide timely and accurate itemized wage statements because it prevented them from  
16 discovering the scope and extent of Defendant's violations of California wage and hour laws,  
17 prevented them from being able to accurately determine the gross wages earned, the total hours  
18 worked, all deductions made, the net wages earned, all applicable hourly rates in effect during each  
19 pay period and the corresponding number of hours worked at each hourly rate, during the COVID-19  
20 wages were earned but remained unpaid and business expenses were incurred by unreimbursed by  
21 Defendant.

22 **Failure to Maintain Required Records**

23 41. During the statute of limitations period, as part of Defendant's illegal payroll policies  
24 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,  
25 Defendant knowingly and intentionally failed to maintain records as required under California Labor  
26 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the  
27 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;  
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1 meal periods; time records showing when each employee begins and ends each work period; and  
2 accurate itemized statements. Defendant had knowledge that it was not providing its non-exempt  
3 employees with proper meal and rest periods, but knowingly failed to include in the wage statements  
4 one (1) extra hour of compensation for each missed meal and rest period. Defendant also illegally and  
5 inaccurately recorded the time in which Plaintiff and other aggrieved employees worked. Defendant  
6 failed to maintain records regarding employee reimbursements.

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

8 42. California Labor Code § 2802(a) requires an employer to indemnify an employee for  
9 all 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 43. Defendant has failed to properly indemnify Plaintiff and the other aggrieved  
12 employees for maintenance of their work uniforms. These uniforms get extremely dirty and covered  
13 in grease and food due to the nature of the work environment. As a result, Plaintiff and the other  
14 aggrieved employees are required to undertake special maintenance procedures, such as washing their  
15 uniforms separately from their regular clothes after each use and/or dry cleaning.

16 **Failure to Provide Suitable Resting Facilities**

17 44. IWC Wage Order No. 4-2001, § 13 provides: "Suitable resting facilities shall be  
18 provided in an area separate from the toilet rooms and shall be available to employees during work  
19 hours."

20 45. Defendant has failed to provide suitable resting facilities by not providing a break  
21 room, or any other appropriate designated area in the work locations where Plaintiff and other  
22 aggrieved employees could take meal periods and rest breaks.

23 **Failure to Provide Suitable Seating**

24 46. IWC Wage Order No. 4-2001, § 14 provides:

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

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

1 such seats when it does not interfere with the performance of their duties.”

2 47. Defendant has failed to provide suitable seating by not providing any seats or stools at  
3 the cash registers operated by Plaintiff and other aggrieved employees. The nature of the work  
4 reasonably permits the use of seats when cashiers assist customers by ringing up transactions. To the  
5 extent that the use of seats could interfere with their work duties, at all times herein it is and has been  
6 reasonable for Defendant to place seats in reasonable proximity to the cash registers to be used by  
7 Plaintiff and other aggrieved employees when doing so would not interfere with their job duties.

8 **FIRST CAUSE OF ACTION**

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

10 **[Cal. Lab. Code § 2698 *et seq.*]**

11 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendant)**

12 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
13 allegations in paragraphs 1 through 47 above.

14 49. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §  
15 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved  
16 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff  
17 was employed by Defendant and one or more of the alleged California Labor Code violations was  
18 committed against Plaintiff during the statute of limitations period.

19 50. Plaintiff seeks to recover civil penalties through a representative action permitted by  
20 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,  
21 class certification is not required.

22 51. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil  
23 penalties from Defendant in a representative action for the violations set forth above, including but  
24 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,  
25 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

26 52. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties  
27 against Defendant for violations of California Labor Code provisions for which a civil penalty is  
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specifically provided, including but not limited to, the following:

- a. Pursuant to California Labor Code § 210, for violations of California Labor Code § 204, Defendant is subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee, and two hundred dollars (\$200) per employee for violations in subsequent pay periods.
- b. Pursuant to California Labor Code § 226.3, for violations of California Labor Code § 226(a), Defendant is subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay periods.
- c. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars (\$500).

53. California Labor Code § 2699(f) provides that for all California 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.

54. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendant's violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204, 226.7, 1197, 1024.5, and for the violations of the applicable IWC Wage Order alleged above.

55. All civil penalties sought and recovered under this action will be allocated as follows: seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and aggrieved employees.

56. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

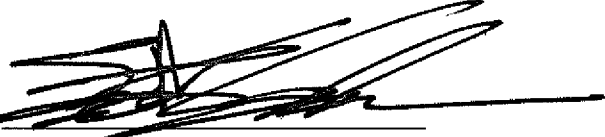
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays  
3 for relief against Defendant, as follows:

- 4 1. For civil penalties according to proof;
- 5 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),  
6 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for  
7 attorneys' fees and costs; and
- 8 3. For such further relief that the Court may deem just and proper.

9 DATED: October 30, 2020

THE LAW OFFICE OF SCOTT E. WHEELER

10  
11 By: 

12 SCOTT E. WHEELER

13 THE WAND LAW FIRM, P.C.  
14 Aubry Wand

15 *Attorneys for Plaintiff*  
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