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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 09 2020

Attorneys for Plaintiff Michael Bouskos, on behalf of
himself and all other aggrieved employees

BY Anthony Martinez
ANTHONY MARTINEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

Michael Bouskos, on behalf of himself and all
other aggrieved employees,

Plaintiff,

Vs.

PNC Bank, National Association; The PNC
Financial Services Group, Inc. And Does 1-10,
Inclusive,

Defendants.

CASE NO. **CIV DS 2018879**

**COMPLAINT FOR RECOVERY OF
CIVIL PENALTIES PURSUANT TO
THE PRIVATE ATTORNEYS
GENERAL ACT ("PAGA")**

(1) PAGA Civil Penalties for
Violations of Labor Code §§ 1194,
1197.1 and the Applicable Wage Order
for Failure to Pay All Minimum Wages;

(2) PAGA Civil Penalties for
Violations of Labor Code §§ 510, 1194,
1198 and the Applicable Wage Order for
Failure to Pay All Overtime Wages;

(3) PAGA Civil Penalties for
Violations of Labor Code §§ 204, 210
and the Applicable Wage Order for
Failure to Pay All Wages;

(4) PAGA Civil Penalties for
Violations of Labor Code §§ 226.7, 512
and the Applicable Wage Order for
Failure to Provide Timely and Compliant
Meal Periods;

(5) PAGA Civil Penalties for
Violations of Labor Code § 226.7, and

1 the Applicable Wage Order for Failure to
2 Provide Timely and Compliant Rest
3 Periods;

4 (6) PAGA Civil Penalties for
5 Violations of Labor Code §§ 246 *et seq.*
6 for Failure to Provide Sick Pay;

7 (7) PAGA Civil Penalties for
8 Violations of Labor Code §§ 221 for the
9 Unlawful Deduction of Wages;

10 (8) PAGA Civil Penalties for
11 Violations of Labor Code §§ 226(a),
12 226.3 and the Applicable Wage Order for
13 Failure to Provide Accurate and Itemized
14 Wage Statements;

15 (9) PAGA Civil Penalties for
16 Violations of Labor Code §§ 201-203 for
17 Failure to Timely Pay All Wages Due to
18 Terminated/Separated Employees;

19 (10) PAGA Civil Penalties for
20 Violations of Labor Code § 227.3 for
21 Failure to Timely Pay All Vacation
22 Wages; and

23 (11) PAGA Civil Penalties for
24 Violations of Labor Code §§ 2802 and
25 the Applicable Wage Order for Failure to
26 Reimburse All Reasonable and
27 Necessary Business Expenses.

28 **DEMAND FOR JURY TRIAL**

Plaintiff Michael Bouskos ("Plaintiff"), on behalf of himself and all others similarly
aggrieved, alleges as follows:

INTRODUCTION

1. Plaintiff is an individual who worked as a loan officer for Defendant PNC Bank,
National Association ("Defendant PNC Bank"), The PNC Financial Services Group, Inc. ("PNC
Financial Services"), and Does 1 through 10, inclusive ("Defendants"). Plaintiff seek to recover
civil penalties for all California-based "aggrieved employees" during the "Relevant Time Period"

1 (defined as April 6, 2019¹ up to and including the date of commencement of trial) who incurred
2 wage and hour violations and losses as hereinafter described.

3 2. On June 16, 2020, Plaintiff gave notice of these claims to the California Labor and
4 Workforce Development Agency ("LWDA") and to the agent for service of process for each
5 Defendant. Plaintiff has not received any response from the LWDA indicating that it intends to
6 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the
7 PAGA.

8 JURISDICTION AND VENUE

9 3. The relief sought by Plaintiff on behalf of himself and the aggrieved employees
10 below exceeds the minimal jurisdictional limits of the Superior Court and will be established
11 according to proof at trial. The Court has personal jurisdiction over each of the parties because
12 they are either citizens of this State, doing business in this State or otherwise have minimum
13 contacts with this State.

14 4. Based on information and belief, Plaintiff alleges that this entire action arises solely
15 under the laws of the State of California and applicable regulations of the health, safety and wages
16 of the employees residing in the State of California. Plaintiff alleges, on information and belief,
17 that no federal question is raised. Moreover, PAGA civil penalty actions are not subject to federal
18 jurisdiction.

19 5. Venue is proper in this Court because, upon information and belief, Defendants
20 have not obtained a certificate of qualification from the California Secretary of State to transact
21 business in California. (Code Civ. Proc. § 395 [Foreign corporations that have not complied with
22 qualification requirements, and therefore not acquired a principal place of business in California,
23 are subject to the provisions of section 395 and venue is properly laid in any county the plaintiff
24 may choose].)

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27 _____
28 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I,
Emergency Rule No. 9.

1 **PARTIES**

2 **Plaintiff**

3 6. Plaintiff Michael Bouskos is a citizen of California who worked for Defendants
4 from approximately February of 2020 to May of 2020. Details regarding Plaintiff's precise hours,
5 pay, and revenue generated for Defendant are available by reference to Defendant's records.
6 Throughout Plaintiff's employment, he and his co-workers were subjected to wage theft.

7 **Defendants**

8 7. Defendant PNC Bank is a national association and it is headquartered in Pittsburgh,
9 Pennsylvania. Defendant PNC Bank has not obtained a certificate of qualification from the
10 California Secretary of State to transact business in California.

11 8. Defendant PNC Financial Services is a corporation incorporated under the laws of
12 Pennsylvania, and headquartered in Pittsburgh, Pennsylvania. Defendant PNC Financial Services
13 has not obtained a certificate of qualification from the California Secretary of State to transact
14 business in California.

15 9. Plaintiff is unaware of the true names or capacities of the defendants sued herein
16 under the fictitious names DOES 1 through 10 but will seek leave of this Court to amend this
17 Complaint and serve such fictitiously named defendants once their names and capacities become
18 known.

19 10. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in
20 all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme,
21 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
22 attributable to the other defendant. Furthermore, defendants in all respects acted as the employer
23 and/or joint employer of Plaintiff and the aggrieved employees.

24 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
25 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
26 1 through 10, acting as the agent or alter ego for the other, with legal authority to act on the other's
27 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
28 policy of Defendants.

1 12. At all relevant times, Defendants, and each of them, acted within the scope of such
2 agency or employment, or ratified each and every act or omission complained of herein. At all
3 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
4 and all the other Defendants in proximately causing the damages herein alleged.

5 13. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants
6 is in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
7 occurrences and transactions alleged herein.

8 **GENERAL ALLEGATIONS**

9 14. At all relevant times mentioned herein, Defendants employed Plaintiff and other
10 persons as non-exempt employees.

11 15. Defendants employed Plaintiff during the Relevant Time Period.

12 16. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
13 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
14 knowledgeable about California wage and hour law, employment and personnel practices and the
15 requirements of California.

16 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
18 for all time worked (including minimum and overtime wages) and that they were not receiving all
19 wages earned for work that was required to be performed. In violation of the Labor Code and IWC
20 Wage Orders, Plaintiff and other aggrieved employees were not paid wages (including minimum
21 and overtime wages) for all hours worked when Defendants failed to pay all overtime wages at the
22 correct rate of pay by failing to account for all non-discretionary wages, bonuses and commissions.
23 Additionally, Defendants failed to timely pay all overtime wages or incentive payments to Plaintiff
24 and other aggrieved employees timely, and instead, overtime wages and other incentive payments
25 would be paid several weeks or more after they were earned. Defendants also failed to pay or
26 underpaid Plaintiff and other aggrieved employees for all hours worked due to an illegal rounding
27 time practice and/or policy that is not neutral and undercompensates its employees. Additionally,
28 Plaintiff and aggrieved employees were shut out of the timekeeping system during their final week

1 of employment such that they could not record regular hours and overtime hours worked. Finally,
2 Defendants failed to pay Plaintiff and aggrieved employees for accrued, but unused vacation time,
3 at the conclusion of their employment with Defendants.

4 18. Plaintiff is informed and believes, and thereon alleges, that Defendants had a policy
5 and practice of regularly interrupting Plaintiff and aggrieved employees during meal periods and
6 treating portions of meal periods as on-duty. Defendants also had no policy or practice of
7 providing second meal periods for shifts 10 hours or longer in length. Defendants knew or should
8 have known that Plaintiff and other aggrieved employees were entitled to receive all meal periods
9 or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate
10 of pay when they did not receive a timely, uninterrupted meal period. In violation of the Labor
11 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all meal
12 periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
13 correct regular rate of pay, including non-discretionary wages, bonuses, and commissions, when
14 they did not receive a timely, uninterrupted meal period.

15 19. Plaintiff is informed and believes, and thereon alleges, that Defendants had no
16 policy or practice of providing uninterrupted rest breaks. Defendants knew or should have known
17 that Plaintiff and other aggrieved employees were entitled to receive all rest breaks or payment of
18 one (1) additional hour of pay at Plaintiff and other aggrieved employees' regular rate of pay when
19 a rest break was missed, and were entitled to payment of wages for time spent when rest breaks
20 were taken. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
21 employees did not receive paid rest breaks or payment of one (1) additional hour of pay at Plaintiff
22 and other aggrieved employees' correct regular rate of pay, including non-discretionary wages,
23 bonuses and commissions, when a rest break was missed.

24 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they were prohibited from withholding amounts from the wages of
26 Plaintiff and other aggrieved employees, aside for certain statutory exceptions. In violation of the
27 Labor Code, Defendants made unlawful deductions from Plaintiff and other aggrieved employees'
28 wages including for, but not limited to, deductions of overtime payments.

1 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to timely payment
3 of wages during their employment. In violation of the California Labor Code, Plaintiff and other
4 aggrieved employees did not receive payment of all wages within permissible time periods.

5 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved employees were entitled to paid sick leave
7 at their regular rate of pay. In violation of the California Labor Code, Plaintiff and other aggrieved
8 employees did not receive all paid sick leave at their regular rate of pay.

9 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other aggrieved employees were entitled to receive complete
11 and accurate wage statements in accordance with California law. In violation of the California
12 Labor Code, Plaintiff and other aggrieved employees were not furnished with complete and
13 accurate wage statements showing their total hours worked, number of hours worked at each
14 hourly rate, gross and net wages, and all applicable deductions among other things.

15 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
17 wages upon separation of employment, including all vested vacation wages. In violation of the
18 California Labor Code, Plaintiff and the aggrieved employees did not receive payment of all wages
19 including, but not limited to, unpaid wages, overtime wages, and accrued but unused vacation
20 wages, within permissible time periods.

21 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
23 for necessary expenditures incurred in connection with the performance and execution of their job
24 duties. In violation of the California Labor Code, Plaintiff and other aggrieved employees did not
25 receive adequate reimbursement for necessary business expenses, including but not limited to
26 reimbursement for use of their personal cell phones, and home internet.

27 26. Plaintiff suffered losses as detailed above as a result of these practices and is
28 therefore an aggrieved employee under Labor Code section 2699(c). Plaintiff is informed and

1 believe that because the Defendants used identical procedures for all employees, there are many
2 other aggrieved employees who suffered the above violations including underpayment of wages,
3 non-compliant meal periods and rest breaks, failure to provide sick leave, failure to reimburse all
4 reasonable and necessary business expenses, and derivative violations for inaccurate pay and wage
5 statements, and failure to timely pay all wages due to employees who were separated or were
6 terminated from employment during the applicable limitations period, and for which recovery
7 under PAGA is owed.

8 **FIRST CAUSE OF ACTION**

9 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 1194,**

10 **1197.1 AND THE APPLICABLE WAGE ORDER FOR**

11 **FAILURE TO PAY ALL MINIMUM WAGES**

12 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

13 27. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
14 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
15 dated June 16, 2020.

16 28. The Labor Code and the Wage Order provide that in the State of California an
17 employer must pay a minimum wage to an employee, which is eight dollars (\$8.00) per hour for
18 all hours worked effective January 1, 2008, nine dollars (\$9.00) per hour for all hours worked
19 effective July 1, 2014, ten dollars (\$10.00) per hour for all hours worked effective January 1, 2016,
20 ten dollars and fifty cents (\$10.50) per hour for all hours worked effective January 1, 2017, eleven
21 dollars (\$11.00) per hour for all hours worked effective January 1, 2018, twelve dollars (\$12.00)
22 per hour for all hours worked effective January 1, 2019, and thirteen dollars (\$13.00) per hour for
23 all hours worked effective January 1, 2020.

24 29. Labor Code section 1194 states: "Notwithstanding any agreement to work for a
25 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
27 of the full amount of this minimum wage or overtime compensation, including interest thereon,
28 reasonable attorney's fees, and costs of suit."

1 30. Here, based on the foregoing, Defendants deprived Plaintiff and similarly aggrieved
2 employees of their rightfully earned minimum wage compensation, including overtime
3 compensation at the minimum wage rate, as a direct and proximate result of Defendants' failure
4 to pay said compensation. Consequently, Plaintiff, on behalf of himself and other aggrieved
5 employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

6 31. Labor Code section 1197.1(a)(1) provides that: "For any initial violation that is
7 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
8 period for which the employee is underpaid. This amount shall be in addition to an amount
9 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
10 applicable penalties imposed pursuant to Section 203."

11 32. Labor Code section 1191.1(a)(2) provides that: "For each subsequent violation for
12 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
13 pay period for which the employee is underpaid regardless of whether the initial violation is
14 intentionally committed. This amount shall be in addition to an amount sufficient to recover
15 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
16 imposed pursuant to Section 203.

17 33. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
18 Code section 558: "(a) Any Employers or other person acting on behalf of an Employers who
19 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
20 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
21 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
22 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
23 dollars (\$100) for each underpaid employee for each pay period for which the employee was
24 underpaid."

25 34. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
26 to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for
27 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
28 according to proof.

1 35. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
2 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
3 labor laws and applicable regulations is determined to be in the public interest and consistent with
4 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
5 subject to Court approval.

6 **SECOND CAUSE OF ACTION**

7 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,**
8 **1194, 1198 AND THE APPLICABLE WAGE ORDER FOR**
9 **FAILURE TO PAY ALL OVERTIME WAGES**

10 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

11 36. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
12 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
13 dated June 16, 2020.

14 37. Labor Code section 510(a) states in pertinent part that: "Eight hours of labor
15 constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess
16 of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in
17 any one workweek shall be compensated at the rate of no less than one and one-half times the
18 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
19 compensated at the rate of no less than twice the regular rate of pay for an employee."

20 38. Labor Code section 1194 states: "Notwithstanding any agreement to work for a
21 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
22 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
23 of the full amount of this minimum wage or overtime compensation, including interest thereon,
24 reasonable attorney's fees, and costs of suit."

25 39. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which
26 violation of has been established to be subject to the default civil penalty provisions in Labor Code
27 section 2699(f)(2). That section provides: "(f) For all provisions of this code except those for
28 which a civil penalty is specifically provided, there is established a civil penalty for a violation of

1 these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one
2 or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
3 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
4 per pay period for each subsequent violation.”

5 40. Here, based on the foregoing, Defendants deprived Plaintiff and similarly aggrieved
6 employees of their rightfully earned overtime compensation as a direct and proximate result of
7 Defendants’ failure to pay said compensation. Consequently, Plaintiff, on behalf of himself and
8 other aggrieved employees, intends to seek civil penalties pursuant to the PAGA for the alleged
9 violations.

10 41. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
11 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
12 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
13 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
14 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
15 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
16 dollars (\$100) for each underpaid employee for each pay period for which the employee was
17 underpaid.”

18 42. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
19 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for violations
20 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
21 to proof.

22 43. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
23 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
24 labor laws and applicable regulations is determined to be in the public interest and consistent with
25 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
26 subject to Court approval.

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1 **THIRD CAUSE OF ACTION**

2 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 204, 210 AND THE**
3 **APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL WAGES**

4 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

5 44. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
6 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
7 dated June 16, 2020.

8 45. Labor Code section 204(a) provides: "All wages, other than those mentioned in
9 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
10 payable twice during each calendar month, on days designated in advance by the Employers as the
11 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
12 shall be paid for between the 16th and the 26th day of the month during which the labor was
13 performed, and labor performed between the 16th and the last day, inclusive, of any calendar
14 month, shall be paid for between the 1st and 10th day of the following month."

15 46. Labor Code section 210(a) provides: "(a) **In addition to, and entirely**
16 **independent and apart from, any other penalty provided in this article**, every person who fails
17 to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
18 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
19 hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation,
20 or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
21 employee, plus 25 percent of the amount unlawfully withheld." [Emphasis added.]

22 47. This statute is listed in Labor Code section 2699.5 as a statute for which violation
23 of has been established to be subject to the default civil penalty provisions in Labor Code section
24 2699(f)(2). That section provides: "(f) For all provisions of this code except those for which a civil
25 penalty is specifically provided, there is established a civil penalty for a violation of these
26 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or
27 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
28 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee

1 per pay period for each subsequent violation.”

2 48. Here, based on the foregoing, Defendants deprived Plaintiff and similarly aggrieved
3 employees of their rightfully earned compensation, including overtime compensation and hours at
4 the minimum wage rate, as a direct and proximate result of Defendants’ failure to pay said
5 compensation. Consequently, Plaintiff, on behalf of himself and other aggrieved employees,
6 intends to seek civil penalties pursuant to the PAGA for the alleged violations.

7 49. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
8 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
9 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
10 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
11 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
12 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
13 dollars (\$100) for each underpaid employee for each pay period for which the employee was
14 underpaid.”

15 50. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
16 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for violations
17 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
18 to proof.

19 51. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
20 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
21 labor laws and applicable regulations is determined to be in the public interest and consistent with
22 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
23 subject to Court approval.

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1 **FOURTH CAUSE OF ACTION**

2 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512**
3 **AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE**
4 **TIMELY AND COMPLIANT MEAL PERIODS**

5 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

6 52. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
7 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
8 dated April 1, 2020, and the Amended Notice dated July 8, 2020.

9 53. Labor Code section 226.7(b) provides: "An Employers shall not require an
10 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
11 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
12 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
13 Health."

14 54. Labor Code section 226.7(c) provides: "If an Employers fails to provide an
15 employee a meal or rest or recovery period in accordance with a state law, including, but not
16 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
17 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
18 Occupational Safety and Health, the Employers shall pay the employee one additional hour of pay
19 at the employee's regular rate of compensation for each workday that the meal or rest or recovery
20 period is not provided."

21 55. Labor Code section 512(a) provides: "(a) An Employers shall not employ an
22 employee for a work period of more than five hours per day without providing the employee with
23 a meal period of not less than 30 minutes, except that if the total work period per day of the
24 employee is no more than six hours, the meal period may be waived by mutual consent of both the
25 Employers and employee. An Employers shall not employ an employee for a work period of more
26 than 10 hours per day without providing the employee with a second meal period of not less than
27 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
28 may be waived by mutual consent of the Employers and the employee only if the first meal period

1 was not waived.”

2 56. Here, based on the foregoing, Defendants employed Plaintiff and aggrieved
3 employees for work periods of more than five hours without a timely meal period of not less than
4 thirty minutes, where they were free from employer control, and failed to compensate them for
5 such meal periods at the correct regular rate of pay, as required by Labor Code § 226.7 and the
6 applicable Wage Order.

7 57. Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code
8 section 2699.5 as statutes for which violations of have been established to be subject to the default
9 civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all
10 provisions of this code except those for which a civil penalty is specifically provided, there is
11 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
12 the alleged violation, the person employs one or more employees, the civil penalty is one hundred
13 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
14 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

15 58. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
16 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
17 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
18 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
19 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
20 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
21 dollars (\$100) for each underpaid employee for each pay period for which the employee was
22 underpaid.”

23 59. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
24 to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
25 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
26 according to proof.

27 60. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
28 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California

1 labor laws and applicable regulations is determined to be in the public interest and consistent with
2 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
3 subject to Court approval.

4 **FIFTH CAUSE OF ACTION**

5 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 226.7 AND THE**
6 **APPLICABLE WAGE ORDER, FOR FAILURE TO PROVIDE TIMELY**
7 **AND COMPLIANT REST PERIODS**

8 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

9 61. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
10 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
11 dated June 16, 2020.

12 62. Labor Code section 226.7(b) provides: "An Employers shall not require an
13 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
14 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
15 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
16 Health."

17 63. Labor Code section 226.7(c) provides: "If an Employers fails to provide an
18 employee a meal or rest or recovery period in accordance with a state law, including, but not
19 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
20 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
21 Occupational Safety and Health, the Employers shall pay the employee one additional hour of pay
22 at the employee's regular rate of compensation for each workday that the meal or rest or recovery
23 period is not provided."

24 64. Here, based on the foregoing, Defendants employed Plaintiff and aggrieved
25 employees for work periods of four hours or major fraction thereof without timely rest periods of
26 ten minutes where they were free of employer control, and failed to compensate them for such rest
27 periods, as required by Labor Code section 226.7 and the applicable Wage Order.

28 65. Labor Code sections 226.7 is a statute specifically listed in Labor Code section

1 2699.5 as statutes for which violations of have been established to be subject to the default civil
2 penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all provisions
3 of this code except those for which a civil penalty is specifically provided, there is established a
4 civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged
5 violation, the person employs one or more employees, the civil penalty is one hundred dollars
6 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
7 (\$200) for each aggrieved employee per pay period for each subsequent violation.”

8 66. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
9 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
10 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
11 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
12 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
13 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
14 dollars (\$100) for each underpaid employee for each pay period for which the employee was
15 underpaid.”

16 67. Accordingly, Defendants are subject to assessment of civil penalties pursuant to
17 Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for violations
18 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
19 to proof.

20 68. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
21 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
22 labor laws and applicable regulations is determined to be in the public interest and consistent with
23 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
24 subject to Court approval.

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1 **SIXTH CAUSE OF ACTION**

2 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 246 *ET SEQ.* FOR**
3 **FAILURE TO PROVIDE SICK PAY**

4 **(By Plaintiff on behalf of all similarly aggrieved employees and against each Defendant)**

5 69. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
6 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
7 dated June 16, 2020.

8 70. California's Healthy Workplaces Healthy Families Act of 2014 was enacted to
9 provide employees who have worked in California for 30 or more days from the commencement
10 of employment with paid sick days to be accrued at least one hour for every 30 hours worked.

11 71. Pursuant to Labor Code § 246 (b)(4) employers must provide no less than 24 hours
12 or three 3 days of paid sick leave or equivalent paid leave or paid time off in each year of the
13 employee's employment.

14 72. Labor Code § 246 (i) provides that an employer must provide an employee with
15 written notice that sets forth the amount of paid sick leave available or paid time off that an
16 employer provides in lieu of sick leave for use on either the employee's itemized wage statement
17 or in a separate written statement provided on the designated pay date with the employee's wages.

18 73. Here, based on the foregoing, Plaintiff and other aggrieved employees did not
19 receive sick leave at their regular rate of pay, in violation of Labor Code §§ 246 *et seq.*

20 74. Consequently, Plaintiff, on behalf of himself and other aggrieved employees, seeks
21 to recover civil penalties pursuant to the PAGA for the alleged violations in an amount according
22 to proof and subject to Court approval.

23 75. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
24 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
25 labor laws and applicable regulations is determined to be in the public interest and consistent with
26 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
27 subject to Court approval.

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1 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
2 labor laws and applicable regulations is determined to be in the public interest and consistent with
3 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
4 subject to Court approval.

5 **EIGHTH CAUSE OF ACTION**

6 **PAGA CIVIL PENALTIES FOR LABOR CODE §§ 226(a), 226.3 AND**
7 **THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE ACCURATE AND**
8 **ITEMIZED WAGE STATEMENTS**

9 **(By Plaintiff on behalf of all similarly aggrieved employees and against each Defendant)**

10 83. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
11 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
12 dated June 16, 2020.

13 84. Labor Code section 226(a) provides in pertinent part: “(a) An employer,
14 semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either
15 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if
16 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
17 gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units
18 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
19 provided that all deductions made on written orders of the employee may be aggregated and shown
20 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
21 paid, . . . (8) the name and address of the legal entity that is the employer . . . and (9) all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at each
23 hourly rate by the employee...”

24 85. Labor Code section 226.3 provides in pertinent part: “Any employer who violates
25 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty
26 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
27 per employee for each violation in a subsequent citation, for which the employer fails to provide
28 the employee a wage deduction statement or fails to keep the records required in subdivision (a)

1 of Section 226. The civil penalties provided for in this section are in addition to any other penalty
2 provided by law...”

3 86. Here, during Plaintiff and aggrieved employees’ employment with Defendants,
4 Defendants intentionally and knowingly failed to provide Plaintiff and aggrieved employees with
5 timely and accurate wage and hour statements showing, among other things, gross and net wages
6 earned, total hours worked, all hours worked at the applicable hourly rate, and all applicable hourly
7 rates in effect during each pay period and the corresponding number of hours worked at each
8 hourly rate.

9 87. Defendants systemically failed to provide such wage statements with accurate
10 information and engaged in a policy of failing to pay for all hours actually worked.

11 88. The aforementioned conduct violated Labor Code section 226(a). It also violated
12 the applicable Wage Order on required recordkeeping. Finally, the practices described herein
13 violate Labor Code section 226.3, which assigns a specific civil penalty scheme for enforcement
14 actions by the Department of Labor Standards and Enforcement (“DLSE”) or the LWDA.

15 89. Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for
16 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
17 Code section 2699(f)(2), cited above.

18 90. Labor Code section 226.3 provides an additional recoverable penalty “in the
19 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and
20 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The
21 civil penalty assessments under Section 226.3 “are **in addition** to any other penalty provided by
22 law.” [Emphasis added.]

23 91. Consequently, Plaintiff, on behalf of himself and other aggrieved employees, seeks
24 to recover civil penalties pursuant to the PAGA for the alleged violations in an amount according
25 to proof and subject to Court approval.

26 92. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses pursuant
27 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
28 enforcement of California labor laws and applicable regulations is determined to be in the public

1 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
2 according to proof and subject to Court approval.

3 **NINTH CAUSE OF ACTION**

4 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 201-203**

5 **FOR FAILURE TO TIMELY PAY ALL WAGES DUE TO**

6 **TERMINATED/SEPARATED EMPLOYEES**

7 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

8 93. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
9 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
10 dated June 16, 2020.

11 94. Labor Code section 201 provides in part: "If an employer discharges an employee,
12 the wages earned and unpaid at the time of discharge are due and payable immediately."

13 95. Labor Code section 202 provides in part: " If an employee not having a written
14 contract for a definite period quits his or her employment, his or her wages shall become due and
15 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice
16 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
17 of quitting.

18 96. Labor Code section 203 provides: "If an employer willfully fails to pay, without
19 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any
20 wages of an employee who is discharged or who quits, the wages of the employee shall continue
21 as a penalty from the due date thereof at the same rate until paid or until an action therefor is
22 commenced; but the wages shall not continue for more than 30 days. An employee who secretes
23 or absents themselves or themselves to avoid payment to him or her, or who refuses to receive the
24 payment when fully tendered to him or her, including any penalty then accrued under this section,
25 is not entitled to any benefit under this section for the time during which he or she so avoids
26 payment."

97. Labor Code section 203 is a statute listed under Labor Code section 2699.5 for which civil penalties may be recovered under the default civil penalty scheme outlined in Labor Code section 2699(f)(2), cited above.

98. Here, Plaintiff and other aggrieved employees who were separated or were terminated from their employment within the applicable limitations period were not paid all wages due in a timely manner including as detailed above.

99. Consequently, Plaintiff, on behalf of himself and other aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged violations per pay period in an amount according to proof and subject to Court approval.

100. Plaintiff will also seek recovery of attorneys' fees and litigation expenses pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and subject to Court approval.

TENTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 227.3 FOR
FAILURE TO PAY ALL VACATION WAGES**

101. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated June 16, 2020.

102. Labor Code section 227.3 states: "Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

103. Upon information and belief, during the PAGA Period, Plaintiff and other

1 aggrieved employees were not paid all vested vacation wages upon termination of employment.
2 During Plaintiff's employment, Plaintiff was entitled to paid time off/vacation time which was not
3 paid out in full immediately upon separation of employment, but rather, was late. As a result,
4 Defendants' conduct violated Labor Code Section 227.3.

5 104. Labor Code section 2699(f)(2) provides for civil penalties for violations of the
6 Labor Code for which there is no corresponding civil penalty, including Labor Code section 227.3.
7 The civil penalty is \$100 for the initial violation and \$200 for each subsequent violation for each
8 underpaid employee. Labor Code § 2699(f)(2).

9 105. Consequently, Plaintiff, on behalf of himself and other aggrieved employees, seeks
10 to recover civil penalties pursuant to the PAGA for the alleged violations in an amount according
11 to proof and subject to Court approval.

12 106. Plaintiff will also seek recovery of attorneys' fees and litigation expenses pursuant
13 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
14 enforcement of California labor laws and applicable regulations is determined to be in the public
15 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
16 according to proof and subject to Court approval.

17 **ELEVENTH CAUSE OF ACTION**

18 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 2800, 2802 AND**
19 **THE APPLICABLE WAGE ORDER FOR FAILURE TO REIMBURSE ALL**
20 **REASONABLE AND NECESSARY BUSINESS EXPENSES**

21 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

22 107. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
23 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
24 dated June 16, 2020.

25 108. California Labor Code section 2802(a) provides: "An employer shall indemnify his
26 or her employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
28 employer, even though unlawful, unless the employee, at the time of obeying the directions,

1 believed them to be unlawful.”

2 109. California Labor Code section 2802(b) provides: “All awards made by a court or
3 by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures
4 under this section shall carry interest at the same rate as judgments in civil actions. Interest shall
5 accrue from the date on which the employee incurred the necessary expenditure or loss.”

6 110. California Labor Code section 2802(c) provides: “For purposes of this section, the
7 term ‘necessary expenditures or losses shall include all reasonable costs, including, but not limited
8 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

9 111. California Labor Code section 2802(d) provides: “In addition to recovery of
10 penalties under this section in a court action or proceedings pursuant to Section 98, the
11 commissioner may issue a citation against an employer or other person acting on behalf of the
12 employer who violates reimbursement obligations for an amount determined to be due to an
13 employee under this section. The procedures for issuing, contesting, and enforcing judgments for
14 citations or civil penalties issued by the commissioner shall be the same as those set forth in Section
15 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.”

16 112. California Labor Code section 1197.1 provides: “(1) For any initial violation that
17 is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
18 period for which the employee is underpaid. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
20 applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the
21 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
22 period for which the employee is underpaid regardless of whether the initial violation is
23 intentionally committed. This amount shall be in addition to liquidated damages pursuant to
24 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 113. Business expenses incurred by employees for work are not waivable, and
26 Defendants are liable if the expenses were required in order to perform work. Here, Plaintiff and
27 other aggrieved employees did not receive adequate reimbursement for necessary business
28 expenses, including but not limited to reimbursement for use of their personal cell phones and

1 personal home internet expenses.

2 114. As a result of Defendants' conduct, Plaintiff, on behalf of himself and other
3 aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged failure
4 to pay business-related expenses, in an amount according to proof and subject to Court approval.

5 115. Plaintiff will also seek recovery of attorneys' fees and litigation expenses pursuant
6 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
7 enforcement of California labor laws and applicable regulations is determined to be in the public
8 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
9 according to proof and subject to Court approval.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief as follows:

12 1. On the First Cause of Action, Plaintiff individually and on behalf of all aggrieved
13 employees against all Defendants, Plaintiff seeks:

14 a. Civil Penalties pursuant to Labor Code § 1197.1:

15 i. \$100 for each aggrieved employee per pay period for the initial violation;

16 and

17 ii. \$250 for each aggrieved employee per pay period for each subsequent
18 violation; and

19 b. Civil Penalties pursuant to Labor Code § 558:

20 i. \$50 for each underpaid employee for each pay period; and

21 ii. \$100 per employee per pay period for subsequent violations.

22 2. On the Second Cause of Action, by Plaintiff individually and on behalf of all
23 aggrieved employees against all Defendants, Plaintiff seeks:

24 a. Civil penalties pursuant to Labor Code § 2699(f):

25 i. \$100 for each aggrieved employee per pay period for the initial violation;

26 and

27 ii. \$200 for each aggrieved employee per pay period for each subsequent
28 violation; and

1 b. Civil penalties pursuant to Labor Code § 558:

2 i. \$50 for each underpaid employee for each pay period; and

3 ii. \$100 per employee per pay period for subsequent violations.

4 3. On the Third Cause of Action, by Plaintiff individually and on behalf of all
5 aggrieved employees against all Defendants, Plaintiff seeks:

6 a. Civil penalties pursuant to Labor Code § 2699(f):

7 i. \$100 for each aggrieved employee per pay period for the initial violation;

8 and

9 ii. \$200 for each aggrieved employee per pay period for each subsequent
10 violation; and

11 b. Civil penalties pursuant to Labor Code § 558:

12 i. \$50 for each underpaid employee for each pay period; and

13 ii. \$100 per employee per pay period for subsequent violations.

14 4. On the Fourth Cause of Action, by Plaintiff individually and on behalf of all
15 aggrieved employees against all Defendants, Plaintiff seeks:

16 a. Civil penalties pursuant to Labor Code § 2699(f):

17 i. \$100 for each aggrieved employee per pay period for the initial violation;

18 and

19 ii. \$200 for each aggrieved employee per pay period for each subsequent
20 violation; and

21 b. Civil penalties pursuant to Labor Code § 558:

22 i. \$50 for each underpaid employee for each pay period; and

23 ii. \$100 per employee per pay period for subsequent violations.

24 5. On the Fifth Cause of Action, by Plaintiff individually and on behalf of all
25 aggrieved employees against all Defendants, Plaintiff seeks:

26 a. Civil penalties pursuant to Labor Code § 2699(f):

- 1 i. \$100 for each aggrieved employee per pay period for the initial violation
2 and \$200 for each aggrieved employee per pay period for each subsequent
3 violation; and
- 4 b. Civil penalties pursuant to Labor Code § 558:
- 5 i. \$50 for each underpaid employee for each pay period; and
6 ii. \$100 per employee per pay period for subsequent violations.
- 7 6. On the Sixth Cause of Action, by Plaintiff individually and on behalf of all
8 aggrieved employees against all Defendants, Plaintiff seeks:
- 9 a. Civil penalties pursuant to Labor Code § 2699(f):
- 10 i. \$100 for each aggrieved employee per pay period for the initial violation;
11 and
12 ii. \$200 for each aggrieved employee per pay period for each subsequent
13 violation; and/or
- 14 b. Civil penalties pursuant to Labor Code § 248.5.
- 15 7. On the Seventh Cause of Action, by Plaintiff individually and on behalf of all
16 aggrieved employees against all Defendants, Plaintiff seeks:
- 17 a. Civil penalties pursuant to Labor Code § 2699(f):
- 18 i. \$100 for each aggrieved employee per pay period for the initial violation;
19 and
20 \$200 for each aggrieved employee per pay period for each subsequent
21 violation; and
- 22 b. Civil penalties pursuant to Labor Code § 225.5:
- 23 i. \$100 for each aggrieved employee per pay period for the initial violation;
24 and
25 ii. \$200 for each aggrieved employee per pay period for each subsequent
26 violation.
- 27 8. On the Eighth Cause of Action, by Plaintiff individually and on behalf of all
28 aggrieved employees against all Defendants, Plaintiff seeks:

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- a. Civil penalties pursuant to Labor Code § 226:
 - i. \$50 per employee per violation for an initial citation and \$100 per employee for each violation for subsequent citations, not to exceed \$4,000 per employee; and
 - b. Civil penalties pursuant to Labor Code § 226.3:
 - i. \$250 per employee per violation for an initial citation; and
 - ii. \$1,000 per employee for each violation for subsequent citation;
9. On the Ninth Cause of Action, by Plaintiff individually and on behalf of all aggrieved employees against all Defendants, Plaintiff seeks:
- a. Civil penalties pursuant to Labor Code § 2699(f):
 - i. \$100 for each aggrieved employee per pay period for the initial violation; and
 - ii. \$200 for each aggrieved employee per pay period for each subsequent violation.
10. On the Tenth Cause of Action, by Plaintiff individually and on behalf of all aggrieved employees against all Defendants, Plaintiff seeks:
- a. Civil penalties pursuant to Labor Code § 2699(f):
 - i. \$100 for each aggrieved employee per pay period for the initial violation; and
 - ii. \$200 for each aggrieved employee per pay period for each subsequent violation.
11. On the Eleventh Cause of Action, by Plaintiff individually and on behalf of all aggrieved employees against all Defendants, Plaintiff seeks:
- a. Civil penalties pursuant to Labor Code § 1197.1:
 - i. \$100 for each aggrieved employee per pay period for the initial violation; and
 - ii. \$250 for each aggrieved employee per pay period for each subsequent violation; and

1 b. Civil penalties pursuant to Labor Code § 2699(f):

2 i. \$100 for each aggrieved employee per pay period for the initial violation;

3 and

4 ii. \$200 for each aggrieved employee per pay period for each subsequent
5 violation.

6 12. For reasonable attorneys' fees under the California Labor Code and any other
7 statutes, including California Labor Code of Civil Procedure § 1021.5 and/or California Labor
8 Code § 2699(g);

9 13. For costs of the suit incurred herein;

10 14. For pre- and post-judgment interest at the prevailing statutory rate;

11 15. For civil penalties as described above pursuant to PAGA, 75% of which will be
12 paid to the Labor Workforce Development Agency and 25% of which will be distributed to the
13 aggrieved employees;

14 16. For such equitable relief as the Court may deem just and proper; and

15 17. For such other relief as the Court may deem proper.

16
17 DATED: September 8, 2020

LEBE LAW, APLC

18
19 By: 

20 Jonathan M. Lebe

21 Attorney for Plaintiff Michael Bouskos, individually
22 and on behalf of all others similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: September 8, 2020

LEBE LAW, APLC

By: 
Jonathan M. Lebe

Attorney for Plaintiff Michael Bouskos, individually
and on behalf of all others similarly situated