

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: David Cowan

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 UNLIMITED JURISDICTION

11 LUIS CHAVEZ, on behalf of himself and all
12 other aggrieved employees,

13 *Plaintiff,*

14 vs.

15 VIVINT SOLAR, INC., a Delaware
corporation; VIVINT SOLAR DEVELOPER,
16 LLC, a Delaware corporation; and DOES 1
through 50, inclusive,

17 *Defendants.*
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Case No. **20STCV43755**

COMPLAINT FOR:

1. Civil Penalties (Lab. Code §§ 2698 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff LUIS CHAVEZ ("Plaintiff"), on behalf of himself, all other aggrieved employees,
2 the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants VIVINT SOLAR, INC a
5 Delaware corporation; VIVINT SOLAR DEVELOPER, LLC, a Delaware corporation; and DOES 1
6 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor
7 Code. As set forth below, Plaintiff alleges that Defendants have:

8 (1) failed to provide him and all other aggrieved employees with meal periods;

9 (2) failed to provide them with rest periods;

10 (3) failed to pay them premium wages for missed meal and/or rest periods;

11 (4) failed to properly record their meal and rest breaks;

12 (5) failed to pay them minimum wages for all hours worked;

13 (6) failed to pay them overtime wages;

14 (7) failed to provide them with accurate written wage statements;

15 (8) failed to pay them all of their final wages following separation of employment; and

16 (9) and failed to reimburse them for all necessary business expenditures incurred.

17 2. Based on these alleged Labor Code violations, Plaintiff now brings this representative
18 action for civil penalties on behalf of himself, all others similarly situated aggrieved employees, the
19 state of California, and the general public.

20 **JURISDICTION AND VENUE**

21 3. This Court has subject matter jurisdiction to hear this case because the monetary
22 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
23 of the Superior Court of the State of California.

24 4. Venue is proper in the County of Alameda pursuant to Code of Civil Procedure
25 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
27 maintains offices, transacts business and/or has an agent therein.

28 5. Venue is proper in Los Angeles County because Defendants' have at all times alleged

1 herein, conducted business in Los Angeles County, and throughout California. As such, venue is
2 proper in any county in California.

3 **PARTIES**

4 6. Plaintiff was employed by Defendant in the State of California as an hourly, non-exempt
5 employee from approximately October 2019 through March 2020.

6 7. Defendant VIVINT SOLAR, INC., is a Delaware Corporation and does business
7 throughout the State of California.

8 8. Defendant VIVINT SOLAR DEVELOPER, LLC, is a Delaware Corporation and does
9 business throughout the State of California.

10 9. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
11 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
12 will amend this Complaint to allege the true names and capacities of the DOE defendants when
13 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
14 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
15 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
16 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
17 defendants when ascertained.

18 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
19 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
20 directors, associates, joint venturers, joint employers, principals or co-participants of some or all of
21 the other defendants, and in doing the things alleged herein, were acting within the course and scope
22 of such relationship and with the full knowledge, consent and ratification by such other defendants.

23 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
24 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
25 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
26 and omissions alleged herein.

27 **GENERAL ALLEGATIONS**

28 12. Plaintiff worked for Defendants as a non-exempt, hourly employee from

1 approximately from October 2019 through March 2020.

2 13. Aggrieved employees were not provided with meal periods of at least thirty (30)
3 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
4 period as part of each work shift and (2) no formal written meal and rest period policy that
5 encouraged employees to take their meal and rest periods or that advised Plaintiff and aggrieved
6 employees of the meal and rest period rights.

7 14. Plaintiff and the aggrieved employees were not provided with rest periods of at least
8 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
9 policy of not scheduling each rest period as part of each work shift and (2) no formal written meal
10 and rest period policy that encouraged employees to take their meal and rest periods; (3) Defendants'
11 practice of requiring aggrieved employees to continue working through meal and rest periods due to
12 the excessive workload; and (4) Defendants common policy and practice of failing to properly record
13 and track employees' meal periods.

14 15. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
15 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
16 (5) hours worked.

17 16. Plaintiff and the aggrieved employees were not provided with rest periods of at least
18 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
19 policy of not scheduling each rest period as part of each work shift and no formal written meal and
20 rest period policy that encouraged employees to take their meal and rest periods, or that advised
21 Plaintiff and aggrieved employees of the meal and rest period rights. Additionally, Defendants
22 implemented a common policy and practice of failing to properly record and track employees' the
23 rest periods owed to aggrieved employees.

24 17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
25 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
26 hours worked due to complying with Defendants' requirements that required Plaintiff and the
27 aggrieved employees to remain at their security posts through their rest periods.

28 18. As a result of their failures to provide meal periods in accordance with California law

1 and to accurately record the starting and stopping times of all work periods, Defendants failed to
2 compensate Plaintiff and the aggrieved employees with all hourly and overtime wages for time spent
3 working during unpaid meal periods.

4 19. At all relevant times during the applicable limitations period, Defendants maintained
5 a policy or practice of requiring Plaintiff and the aggrieved employees to clock out for their meal
6 periods even though they continued to work off-the-clock. These uncompensated hours caused
7 Plaintiff and aggrieved employees to work in excess of eight (8) hours a day and/or forty (40) hours
8 a week, entitling them to overtime wages which they were systemically denied.

9 20. Plaintiff and the aggrieved employees were not provided with accurate wage
10 statements as mandated by law pursuant to Labor Code section 226.

11 21. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
12 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

13 22. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
14 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
15 not included.

16 23. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
17 were not accurately reflected in that: all hours worked, including overtime, were not included.

18 24. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at each
20 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
21 overtime, were not included.

22 25. Defendants failed to reimburse Plaintiff and aggrieved employees for necessary
23 expenditures incurred in executing their duties under Defendants’ employ. Specifically, Defendants
24 required Plaintiff and aggrieved employees to maintain uniforms provided to them as a necessary
25 condition of employment. Plaintiff and the aggrieved employees were required to maintain uniforms
26 that consisted of a long-sleeve shirt as well as a hat and/or beanie, and were not reimbursed for such
27 expenditures.

28 26. Additionally, Defendants also required Plaintiff and aggrieved employees to use their

1 personal cell phones for work-related tasks, and were not reimbursed for such expenditures. As such,
2 Defendants failed to indemnify Plaintiff and aggrieved employees for such expenses both during and
3 after their employment ended.

4 **FIRST CAUSE OF ACTION**

5 **CIVIL PENALTIES**

6 **(Lab. Code §§ 2698 *et seq.*)**

7 **(Plaintiff Against All Defendants)**

8 27. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
9 herein.

10 28. At all relevant times, Plaintiff and the aggrieved employees have been non-exempt
11 employees of Defendants entitled to the full meal period protections of both the Labor Code and the
12 applicable Industrial Welfare Commission Wage Order.

13 29. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
14 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
15 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
16 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
17 minutes for each work period of ten hours.

18 30. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
19 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
20 during required meal periods and require employers to pay non-exempt employees an hour of
21 premium wages on each workday that the employee is not provided with the required meal period.

22 31. Compensation for missed meal periods constitutes wages within the meaning of Labor
23 Code section 200.

24 32. Labor Code section 1198 makes it unlawful to employ a person under conditions that
25 violate the applicable Wage Order.

26 33. Section 11 of the applicable Wage Order states:

27 “No employer shall employ any person for a work period of more than five (5)
28 hours without a meal period of not less than 30 minutes, except that when a
work period of not more than six (6) hours will complete the day’s work the

1 meal period may be waived by mutual consent of the employer and employee.
2 Unless the employee is relieved of all duty during a 30 minute meal period, the
3 meal period shall be considered an 'on duty' meal period and counted as time
4 worked. An 'on duty' meal period shall be permitted only when the nature of
5 the work prevents an employee from being relieved of all duty and when by
6 written agreement between the parties an on-the-job paid meal period is agreed
7 to. The written agreement shall state that the employee may, in writing, revoke
8 the agreement at any time."

9 34. Furthermore, California Code of Regulations, Title 8, § 11040(7)(A)(3)
10 provides:

11 (A) Every employer shall keep accurate information with respect to each
12 employee including the following: . . . (3) Time records showing when the
13 employee begins and ends each work period. Meal periods, split shift intervals
14 and total daily hours worked shall also be recorded. Meal periods during which
15 operations cease and authorized rest periods need not be recorded.

16 35. Labor Code section 1198 makes it unlawful for employers to employ employees under
17 conditions that violate the applicable Wage Order.

18 36. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of not providing Plaintiff and aggrieved employees with
20 uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work
21 period, as required by Labor Code section 512 ad the applicable Wage Order.

22 37. Plaintiff alleges that, at all relevant times during the applicable limitations period,
23 aggrieved employees were routinely denied uninterrupted, duty-free meal periods of at least 30
24 minutes while employed by Defendant due to (1) Defendants' policy of not scheduling each meal
25 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
26 take their meal periods, or that advised aggrieved employees of their meal and rest period rights; and
27 (3) Defendants' practice of requiring aggrieved employees to continue working due to the excessive
28 workload during unpaid meal periods. Defendants also failed to properly record and track the meal
periods owed to Plaintiff and aggrieved employees as required by Labor Code § 1174, California
Code of Regulations, Title 8, §11040(7)(A)(3), and applicable Wage Orders. Labor Code section
1198 makes it unlawful for employers to employ employees under conditions that violate the
applicable Wage Order.

1 38. Aggrieved employees were not subject to valid on-duty meal period agreements with
2 Defendant. California law requires that meal period waivers be documented in a written agreement
3 that is voluntarily signed by both the employee and employer. The written agreement must state that
4 the employee may, in writing, revoke the agreement at any time. 8 Cal. Code Regs. § 11040(11).
5 Plaintiff and the aggrieved employees did not execute lawful meal period waivers in accordance with
6 California law.

7 39. Section 12 of the applicable Wage Order imposes an affirmative obligation on
8 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
9 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the
10 middle of each work period insofar as practicable.

11 40. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
12 employers from requiring employees to work during required rest periods and require employers to
13 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
14 workday that the employee is not provided with the required rest period(s).

15 41. Compensation for missed rest periods constitutes wages within the meaning of Labor
16 Code section 200.

17 42. Plaintiff alleges that, at all relevant times during the applicable limitations period,
18 Defendants maintained a policy or practice of not providing Plaintiff and aggrieved employees with
19 net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, as
20 required by the applicable Wage Order.

21 43. At all relevant times, Defendants failed to pay Plaintiff and aggrieved employees
22 additional premium wages when required meal and rest periods were not provided.

23 44. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
24 which an employee is subject to the control of the employer, and includes all the time the employee
25 is suffered or permitted to work, whether or not required to do so."

26 45. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
27 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
28 that an employer has actual or constructive knowledge that employees are working.

1 46. Labor Code section 1194 invalidates any agreement between an employer and an
2 employee to work for less than the minimum or overtime wage required under the applicable Wage
3 Order.

4 47. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
5 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
6 to the underlying unpaid minimum wages and interest thereon.

7 48. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
8 than the minimum wage required under the applicable Wage Order for all hours worked during a
9 payroll period.

10 49. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
11 person acting either individually or as an officer, agent or employee of another person, to pay an
12 employee, or cause an employee to be paid, less than the applicable minimum wage.

13 50. Labor Code section 1198 makes it unlawful for employers to employ employees under
14 conditions that violate the applicable Wage Order.

15 51. Labor Code section 204 requires employers to pay non-exempt employees their earned
16 wages for the normal work period at least twice during each calendar month on days the employer
17 designates in advance and to pay non-exempt employees their earned wages for labor performed in
18 excess of the normal work period by no later than the next regular payday.

19 52. Labor Code section 223 makes it unlawful for employers to pay their employees lower
20 wages than required by contract or statute while purporting to pay them legal wages.

21 53. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
22 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
23 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
24 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
25 consecutive day of one workweek.

26 54. Labor Code section 510 and Section 3 of the applicable Wage Order also require
27 employers to pay non-exempt employees overtime wages of no less than two times their respective
28 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours

1 worked in excess of eight hours on a seventh consecutive workday during the workweek.

2 55. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
3 centrally devised policies and practices to him and aggrieved employees with respect to working
4 conditions and compensation arrangements.

5 56. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and aggrieved
6 employees for all time worked, including but not limited to, overtime hours at statutory and/or agreed
7 rates. Specifically, plaintiff and aggrieved employees were required to perform work during unpaid
8 meal breaks, for which no wages were paid. These uncompensated hours caused Plaintiff and
9 aggrieved employees to work in excess of eight (8) hours a day and/or forty (40) hours a week,
10 entitling them to overtime wages which they were systemically denied.

11 57. Labor Code section 226(a) states:

12 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
13 his or her employee, either as a detachable part of the check, draft, or voucher paying
14 the employee’s wages, or separately if wages are paid by personal check or cash, an
15 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
16 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
17 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
18 basis, (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
20 inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and only the last four digits of his or her social security number or an
22 employee identification number other than a social security number, (8) the name and
23 address of the legal entity that is the employer and, if the employer is a farm labor
24 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
25 legal entity that secured the services of the employer, and (9) all applicable hourly rates
26 in effect during the pay period and the corresponding number of hours worked at each
27 hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
28 services employer as defined in Section 201.3, the rate of pay and the total hours
worked for each temporary services assignment. The deductions made from payment
of wages shall be recorded in ink or other indelible form, properly dated, showing the
month, day, and year, and a copy of the statement and the record of the deductions shall
be kept on file by the employer for at least three years at the place of employment or at
a central location within the State of California. For purposes of this subdivision,
‘copy’ includes a duplicate of the itemized statement provided to an employee or a
computer-generated record that accurately shows all of the information required by this
subdivision.”

58. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
“detachable part of the check” provision and the “accurate itemized statement in writing” provision
of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
retains the right to elect to receive a written paper stub or record and that those who are provided with

1 electronic wage statements retain the ability to easily access the information and convert the electronic
2 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

3 59. Plaintiff is informed and believes that, at all relevant times during the applicable
4 limitations period, Defendants have failed to provide aggrieved employees with written wage
5 statements as described above.

6 60. Plaintiff is informed and believes that Defendants' failure to provide him and
7 aggrieved employees with accurate written wage statements were intentional in that Defendants have
8 the ability to provide them with accurate wage statements but have intentionally provided them with
9 written wage statements that Defendants have known do not comply with Labor Code section 226(a).

10 61. In addition, inaccurate information on their wage statements have prevented
11 immediate challenges to Defendants' unlawful pay practices, has required discovery and
12 mathematical computations to determine the amount of wages owed, has caused difficulty and
13 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
14 inaccurate information about wages and deductions to federal and state government agencies.

15 62. At all relevant times, Plaintiff and aggrieved employees have been entitled, upon the
16 end of their employment with Defendants, to timely payment of all wages earned and unpaid before
17 termination or resignation.

18 63. At all relevant times, pursuant to Labor Code section 201, employees who have been
19 discharged have been entitled to payment of all final wages immediately upon termination.

20 64. At all relevant times, pursuant to Labor Code section 202, employees who have
21 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
22 payment of all final wages at the time of resignation.

23 65. At all relevant times, pursuant to Labor Code section 202, employees who have
24 resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to
25 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

26 66. During the applicable limitations period, Defendants failed to pay Plaintiff all of his
27 final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

28 67. Plaintiff is informed and believes that, at all relevant time during the applicable

1 limitations period, Defendants have failed to timely pay aggrieved employees all of their final wages
2 in accordance with the Labor Code.

3 68. Plaintiff is informed and believes that, at all relevant times during the applicable
4 limitations period, Defendants have maintained a policy or practice of paying aggrieved employees
5 their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to
6 timely pay them all final wages.

7 69. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
8 timely pay all final wages to him and aggrieved employees have been willful in that Defendants have
9 the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have
10 intentionally adopted policies or practices that are incompatible with those requirements.

11 70. Labor Code section 2802(a) states:

12 "An employer shall indemnify his or her employee for all necessary expenditures or
13 losses incurred by the employee in direct consequence of the discharge of his or her
14 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful."

15 71. Defendants failed to reimburse Plaintiff and aggrieved employees for necessary
16 expenditures incurred in executing their duties under Defendants' employ. Specifically, Defendants
17 required Plaintiff and aggrieved employees to maintain uniforms provided to them as a necessary
18 condition of employment. Plaintiff and the aggrieved employees were required to maintain uniforms
19 that consisted of a long-sleeve shirt as well as a hat and/or beanie, and were not reimbursed for such
20 expenditures.

21 72. Additionally, Defendants also required Plaintiff and aggrieved employees to use their
22 personal cell phones for work-related tasks, and were not reimbursed for such expenditures. As such,
23 Defendants failed to indemnify Plaintiff and aggrieved employees for such expenses both during and
24 after their employment ended.

25 73. Plaintiff is informed and believes, and thereupon alleges that the reimbursement paid
26 by Defendants was insufficient to indemnify Plaintiff and **Expense Reimbursement Class** members
27 for all necessary expenses incurred in the discharge of their duties.

28 74. At all relevant times during the applicable limitations period, Defendants required

1 Plaintiff and aggrieved employees to pay for expenses and/or losses caused by Defendants' want of
2 ordinary care. Defendants failed to indemnify Plaintiff and E aggrieved employees for all such
3 expenditures.

4 75. During the applicable limitations period, Defendants have violated Labor Code
5 sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1174, 1194, 1197, 1198 and 2802,
6 Code of Regulations, Title 8, 11040(7)(A)(3), and the applicable Wage Orders.

7 76. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
8 herself and other current and former employees, to bring a representative civil action to recover civil
9 penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need not,
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 77. Plaintiff, a former employee against who Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code section 2699(c).

14 78. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 section 2699.3.

16 79. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
17 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 221, 223, 226(a),
18 226.7, 227.3, 510, 512, 1174, 1194, 1197, 1198, and 2808, and Code of Regulations, Title 8,
19 11040(7)(A)(3), and the applicable Wage Orders

20 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 227.3, 512,
21 1174, 1194, 1198, and 2802, \$100 for each employee per pay period for each
22 initial violation and \$200 for each employee per pay period for each subsequent
23 violation (penalties set by Labor Code section 2699(f)(2));

24 B. For violations of Labor Code section 203, a penalty in an amount not exceeding
25 thirty days pay as waiting time (penalties set by Labor Code section 256);

26 C. For violations of Labor Code section 204, \$100 for each employee for each
27 initial violation that was neither willful nor intentional, \$200 for each
28 employee, plus 25% of the amount unlawfully withheld from each employee,

1 for each initial violation that was either willful or intentional, and \$200 for
2 each employee, plus 25% of the amount unlawfully withheld from each
3 employee, for each subsequent violation, regardless of whether the subsequent
4 violation was either willful or intentional (penalties set by Labor Code section
5 210);

6 D. For violations of Labor Code section 223, \$100 for each employee for each
7 initial violation that was neither willful nor intentional, \$200 for each
8 employee, plus 25% of the amount unlawfully withheld from each employee,
9 for each initial violation that was either willful or intentional, and \$200 for
10 each employee, plus 25% of the amount unlawfully withheld from each
11 employee, for each subsequent violation, regardless of whether the subsequent
12 violation was either willful or intentional (penalties set by Labor Code section
13 225.5);

14 E. For violations of Labor Code section 226(a), if this action is deemed to be an
15 initial citation, \$250 for each employee for each violation. Alternatively, if an
16 initial citation or its equivalent occurred before the filing of this action, \$1,000
17 for each employee for each violation (penalties set by Labor Code section
18 226.3);

19 F. For violation of Labor Code sections 510 and 512, \$50 for each employee for
20 each initial pay period for which the employee was underpaid, and \$100 for
21 each employee for each subsequent pay period for which the employee was
22 underpaid (penalties set by Labor Code section 558);

23 G. For violations of Labor Code section 1197, \$100 for each aggrieved employee
24 for each initial violation of Labor Code section 1197 that was intentional, and
25 \$250 for each aggrieved employee per pay period for each subsequent violation
26 of Labor Code section 1197, regardless of whether the initial violation was
27 intentional (penalties set by Labor Code section 1197.1);

28 H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable

attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, the state of California, the general public, and all other aggrieved employees, prays for relief and judgment against Defendants as follows:

- (1) Pre-judgment interest;
- (2) Civil penalties;
- (3) Costs of suit;
- (4) Reasonable attorneys' fees; and
- (5) Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, the State of California, the general public, all other aggrieved employees, hereby demands a jury trial on all issues so triable.

Dated: November 11, 2020

SETAREH LAW GROUP



Shaun Setareh
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LUIS CHAVEZ