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individually and on behalf of all other AGGRIEVED EMPLOYEES

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

JONATHAN CASILLAS, an individual, on) **Case No. 21STCV08874**
 behalf of himself and all other AGGRIEVED)
 EMPLOYEES)

Plaintiff,

vs.

) **COMPLAINT FOR ENFORCEMENT**
) **UNDER THE PRIVATE ATTORNEYS**
) **GENERAL ACT, CALIFORNIA LABOR**
) **CODE § 2698, ET SEQ.**

) Violation of California Labor Code § 2698, et
) seq. (California Labor Code Private Attorneys
) General Act of 2004)

PHC SERVICE CO, LLC, a California Limited
 Liability Company; CAMERON WALD, an
 individual; and DOES 1 through 100, inclusive,

Defendants.

Plaintiff JONATHAN CASILLAS (hereinafter referred to as “REPRESENTATIVE
 PLAINTIFF”) alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
 was employed by PHC SERVICE CO, LLC, from on or about August 26, 2019 until on or about

1 August 22, 2020.

2 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
3 information and belief, alleges that at all times mentioned herein, PHC SERVICE CO, LLC is a
4 California Limited Liability Company, licensed to do business and actually doing business in the
5 State of California.

6 3. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
7 information and belief, alleges that DEFENDANTS are a purveyor of cannabis products and
8 accessories, and have numerous locations throughout California. Thus, DEFENDANTS are subject
9 to the applicable California laws as alleged throughout this Complaint.

10 4. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
11 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100,
12 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
13 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true
14 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is
15 informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are
16 responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and
17 the other AGGRIEVED EMPLOYEES as further alleged herein.

18 5. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
19 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
20 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
21 employees who worked for all DEFENDANTS only.

22 6. The definition of "employer" for purposes of the California Labor Code includes
23 irregular working arrangements, and was specifically drafted in order to prevent evasion and
24 subterfuge of California's labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed
25 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown
26 entities, must be classified as joint-employers for purposes of liability for civil penalties under the
27 Private Attorneys General Act ("PAGA"). As such, DEFENDANTS are each liable for civil
28 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and

1 the other AGGRIEVED EMPLOYEES.

2 7. The term “DEFENDANTS” used throughout this Complaint includes all named
3 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS
4 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout
5 this Complaint as DOES 1 through 100, inclusive.

6 8. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
7 alleges, that DEFENDANT CAMERON WALD (hereinafter, “DEFENDANT WALD”) is an
8 individual who resides in the State of California and the County of LOS ANGELES.
9 DEFENDANT WALD was and is an agent of DEFENDANTS, and in that capacity was and is
10 responsible for overseeing and implementing DEFENDANTS timekeeping policies and procedures
11 that REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES were made to
12 follow.

13 9. This is only a Private Attorney General Action Complaint, pursuant to California
14 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
15 persons similarly situated who worked for DEFENDANTS in their California locations as non-
16 exempt, hourly employees (herein collectively identified as “AGGRIEVED EMPLOYEES”) for:

17 (i) failure to pay overtime and double time in violation of Labor Code sections 510 and
18 the applicable Wage Orders;

19 (ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
20 512(a), and the applicable Wage Orders;

21 (iii) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,
22 1197, 1197.1, and the applicable Wage Orders;

23 (iv) failure to keep accurate payroll records and provide itemized wage statements in
24 violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;

25 (v) failure to pay all wages earned on time in violation of Labor Code section 204;

26 (vi) failure to pay all wages earned upon discharge or resignation in violation of Labor
27 Code sections 201, 202, and 203;

28 (vii) failure to reimburse necessary, business-related expenses in violation of Labor Code

1 sections 2800 and 2802;

2 (viii) employers, and individuals acting on behalf of employers, violating or causing to be
3 violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

4 **VENUE AND JURISDICTION**

5 10. Venue is proper under California Code of Civil Procedure section 395 and under
6 California Government Code section 12965(b), in that REPRESENTATIVE PLAINTIFFS'
7 injuries were incurred within the County of LOS ANGELES, the actions giving rise to
8 REPRESENTATIVE PLAINTIFFS' Complaint arose within the County of LOS ANGELES, and
9 DEFENDANTS are located in the County of LOS ANGELES.

10 11. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for
11 civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

12 **SCOPE**

13 12. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-
14 paid, non-exempt employees, who either were or are employed in the State of California from
15 September 10, 2019 through the date of judgment in this action.

16 **STATEMENT OF FACTS**

17 13. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Salesman on
18 or about August 26, 2019. DEFENDANTS are California Limited Liability Company that sells
19 cannabis products and accessories. REPRESENTATIVE PLAINTIFF worked for DEFENDANTS
20 up until on or about August 11, 2020 at which time REPRESENTATIVE PLAINTIFF resigned
21 their employment effective August 22, 2020.

22 14. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and other
23 AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent in this
24 action, working as non-exempt, hourly-paid employees were regularly required to work off-the-
25 clock, and/or during their rest and/or meal periods.

26 15. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on September 10, 2020 by
27 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor
28 Code section 2699.3. As of November 14, 2020, 65 Days after REPRESENTATIVE PLAINTIFF's

1 PAGA Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the
2 LWDA regarding its intent to investigate PLAINTIFF's claims.

3 16. California Labor Code sections 510 and the applicable Wage Orders require
4 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a
5 week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for
6 time such worked, and two (2) times their regular rate of pay ("double time") for such hours
7 worked in excess of 12 hours in a day. "Regular rate" includes all remuneration, including non-
8 discretionary bonuses and incentives.

9 17. During the relevant time period, REPRESENTATIVE PLAINTIFF and other
10 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in
11 a workday and/or 40 hours in a workweek.

12 18. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFF and the other
13 AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled shifts,
14 and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
15 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and the other
16 AGGRIEVED EMPLOYEES all of the wages to which they were entitled.

17 19. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
18 require employers to pay employees one (1) additional hour of pay at the employees' regular rate
19 for each work day that a legally compliant meal and/or rest break was not provided. Employers
20 cannot require, cause, or permit an employee to work more than five (5) hours per day without
21 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,
22 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
23 employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to
24 properly record a valid meal period, it is presumed that no meal period was provided. Furthermore,
25 no employer shall require an employee to work during any rest period. Rest periods requirements
26 are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4)
27 hours, or major fraction thereof, that employee worked.

28 20. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other

1 AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE
2 PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely required to work through these
3 periods instead, because of understaffing, inadequate coverage, unreasonably high workload and
4 expectations, and/or other actions, inactions, or decisions made by and within the sole control and
5 discretion of DEFENDANTS.

6 21. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked
7 shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more
8 without a second meal break, due to understaffing, inadequate coverage, unreasonably high
9 workload and expectations, and/or other actions, inactions, or decisions made by and within the
10 sole control and discretion of DEFENDANTS.

11 22. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
12 alleges, that any purported appearance of meal and rest break compliance is because
13 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
14 timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
15 in an attempt to hide the aforementioned infractions. DEFENDANTS, knowingly and contrary to
16 law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods
17 that were never taken and/or were legally non-compliant, and/or otherwise falsified or altered
18 timekeeping records.

19 23. DEFENDANTS knew, or should have known, that their behavior caused
20 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the
21 above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still chose
22 not to pay meal and rest period premiums required by law.

23 24. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers
24 to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended
25 by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

26 (1) For any employer who employs 26 or more employees:

27 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

28 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

1 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

2 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

3 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

4 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

5 (2) For any employer who employs 25 or fewer employees:

6 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

7 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

8 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

9 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

10 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

11 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

12 25. The minimum wage standard applies to each hour employees worked for which they
13 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
14 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
15 an average hourly wage above minimum wage.

16 26. As alleged throughout this Complaint, due to the company-wide failures of
17 DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
18 forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest
19 breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE
20 PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified
21 timekeeping records to hide this fact.

22 27. California Labor Code 226(a) requires employers to create and provide to
23 employees true and accurate employment records. California Labor Code section 226(e) provides
24 that if an employer fails to furnish an employee with same, the employee is entitled to recover the
25 greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each
26 subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any
27 employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and
28 \$1,000 per employee for each subsequent violation.

1 28. California Labor Code 1174(d) requires employers to keep payroll records showing
2 hours worked, and wages paid to and/or number of piece-rate units earned, for all employees.
3 California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain
4 same.

5 29. California Labor Code section 1198 provides that maximum hours and standard
6 conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant
7 to the applicable Wage Order, employers must keep accurate records of when employees begin and
8 end each work period and each meal period.

9 30. DEFENDANTS knowingly provided employees with records that do not meet the
10 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
11 accurately document, among other things, employees off-the-clock work. As a result,
12 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
13 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

14 31. The statements in question are deficient in many other ways, including, but not
15 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
16 of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate,
17 failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID
18 properly, failure to list the full legal name and address of the employer, failure to list inclusive
19 dates for which employees are paid, failure to provide employees with the ability to easily access
20 wage statements and get hard copies at no expense to the employee, and/or failure to state all hours
21 worked as a result of off-the-clock work.

22 32. DEFENDANTS willfully failed to maintain accurate payroll records for
23 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
24 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-
25 the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE PLAINTIFF
26 and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment,
27 thereby causing further injuries to each of them.

28 33. California Labor Code section 204 requires that all wages earned, other than those

1 due upon termination, be paid on time as defined by the statute.

2 34. As a result of the numerous company-wide failures of DEFENDANTS as described
3 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and
4 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum
5 wages, overtime wages, and/or double time wages within the statutorily required time period.

6 35. California Labor Code sections 201, 202, and 203 provide that employees who are
7 terminated are due all wages earned immediately. Employees who resign their employment without
8 giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees
9 who resign their employment giving 72-hours' notice are entitled to all wages earned at the time
10 their resignation becomes effective.

11 REPRESENTATIVE PLAINTIFF resigned from their role at DEFENDANTS on August
12 11, 2020. REPRESENTATIVE PLAINTIFF's resignation was effective August 22, 2020.
13 REPRESENTATIVE PLAINTIFF gave DEFENDANTS more than 72-hours' notice of their
14 resignation, and accordingly was entitled to all wages earned at the time their resignation became
15 effective.

16 36. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE's final
17 paycheck, that final paycheck was legally deficient in that it did not account for all wages earned
18 despite DEFENDANTS knowing that such wages were due to REPRESENTATIVE PLAINTIFF.
19 Due to the company-wide failures of DEFENDANTS as described throughout this Complaint,
20 DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon
21 their discharge or resignation.

22 37. California Labor Code Sections 2800 and 2802 require that an employer indemnify
23 employees for all necessary expenditures or losses incurred by the employee in direct consequence
24 of the discharge of their duties.

25 38. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
26 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
27 their job duties. Such personal expenses include, but are not limited to: use of personal cell phone,
28 travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other

1 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties
2 absent incurring these personal expenses. DEFENDANTS failed to indemnify
3 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary
4 expenditures or losses accordingly.

5 39. California Labor Code section 558(a) provides that any employer, including
6 individuals acting on behalf of employers, that violates, or causes to be violated, a section of the
7 Labor Code or any applicable Wage Orders are subject to the following penalties;

- 8 • \$50 for any initial violation for each underpaid employee for each pay period for
9 which the employee was underpaid in addition to an amount sufficient to recover
10 unpaid wages;
- 11 • \$100 for each subsequent violation for each underpaid employee for each pay period
12 for which the employee was underpaid in addition to an amount to recover unpaid
13 wages;

14 40. Labor Code section 558.1 permits joint and several liability as to both an individual
15 and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code
16 section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

17 41. DEFENDANTS are employers, and DEFENDANT WALD, acting on behalf
18 thereof, violated REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES' rights
19 by violating, or causing to be violated, various sections of this code as described throughout this
20 Complaint.

21 **FIRST CAUSE OF ACTION**

22 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

23 **(By REPRESENTATIVE PLAINTIFF Against DEFENDANT(S) and Does 1 through 10,**
24 **inclusive)**

25 42. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
26 contained in each of the preceding paragraphs and each and every part thereof with the same force
27 and effect as though fully set forth herein.

28 43. PAGA expressly establishes that any provisions of the California Labor Code which
9.

1 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
2 divisions, commissions, boards, agencies or employees for a violation of the California Labor
3 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
4 himself or herself, and other current or former employees.

5 44. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
6 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
7 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
8 penalty.

9 45. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
10 employees, are "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code
11 section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of
12 the alleged violations was committed against them.

13 **Failure to Pay Overtime / Double Time**

14 46. DEFENDANTS failure to pay legally required overtime and double time wages to
15 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the
16 Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code
17 sections 510 and 1198.

18 **Failure to Provide Meal and Rest Periods**

19 47. DEFENDANTS failure to provide legally required meal and rest periods to
20 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
21 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
22 applicable Wage Orders.

23 **Failure to Pay Minimum Wages**

24 48. DEFENDANTS failure to pay legally required minimum wages to
25 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
26 and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1,
27 and the applicable Wage Orders.

28 **Failure to Keep Accurate and Provide Itemized Wage Statements**

1 49. DEFENDANTS failure to keep accurate and provide itemized wage statements to
2 Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity
3 prohibited by California Labor Code section 226(a), 1174(d), and 1198.

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

5 50. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
6 and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or
7 unfair activity prohibited by California Labor Code section 204.

8 **Failure to Timely Pay Wages Upon Termination**

9 51. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
10 and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair
11 activity prohibited by California Labor Code sections 201, 202, and 203.

12 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

13 52. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other
14 AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes
15 unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

16 **Civil Penalties**

17 53. DEFENDANT WALD's actions, as outlined above, on behalf of DEFENDANTS
18 that violated, or caused to be violated, the above-mentioned labor codes constitute unfair and/or
19 unlawful activity in violation of California Labor Code section 558(c). California Labor Code
20 section 558(c) specifically clarifies that penalties in this section are in addition to any other civil
21 penalty.

22 54. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF,
23 individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover
24 penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully
25 described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor
26 Code section 218.5, including but not limited to:

- 27 a. Penalties under California Labor Code section 2699 in the amount of a
28 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,

1 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
2 subsequent violation;

3 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
4 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
5 initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
6 period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and
8 entirely independent and apart from, any other penalties provided in the California Labor
9 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
10 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
11 per pay period for each subsequent violation; and

12 d. Any and all additional penalties and sums as provided by the California
13 Labor Code and/or other statutes, including, but not limited to, penalties pursuant to
14 California Labor Code 558(a).

15 55. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be
16 distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development
17 Agency for the enforcement of labor laws and education of employers and employees about their
18 rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

19 56. Further, REPRESENTATIVE PLAINTIFF is entitled to seek and recover
20 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
21 2699 and any other applicable statute.

22 THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent
23 request relief as described below:

24 **PRAYER**

25 THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against
26 DEFENDANTS, and Does 1 through 100, and each of them, as follows:

27 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
28 Procedure Section 1021.5;

12.

2. Statutory penalties under PAGA;
3. Costs of suit; and
4. Such further relief as the Court deems just and proper.

Dated: March 5, 2021

HAIG B. KAZANDJIAN LAWYERS, APC.

By: /s/ Haig B. Kazandjian

Haig B. Kazandjian, Esq.,
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CASILLAS, individually and on behalf of
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