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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10 UNLIMITED JURISDICTION

11 ANTHONY MALDONADO, on behalf of
12 himself and all other aggrieved employees,

13 *Plaintiff,*

14 vs.

15 M.S. AEROSPACE, INC., a Delaware
16 corporation; and DOES 1 through 50,
inclusive,

17 *Defendants.*

Case No. **21STCV07993**

COMPLAINT FOR:

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

JURY TRIAL DEMANDED

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

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendant M.S. AEROSPACE,
5 INC., a Delaware corporation; and DOES 1 through 50, inclusive, (collectively referred to as
6 "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
7 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 proper minimum and overtime wages

13 (6) failed to provide them with accurate written wage statements; and

14 (7) failed to pay them all of their final wages following separation of employment;

15 2. Based on these alleged Labor Code violations, Plaintiff now brings this representative
16 action for civil penalties on behalf of himself, all others similarly situated aggrieved employees
17 ("Aggrieved Employees"), the state of California, and the general public.

18 **JURISDICTION AND VENUE**

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

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

26 5. Venue is proper in Los Angeles County because Defendants' have at all times alleged
27 herein, conducted business in Los Angeles County, and throughout California. As such, venue is
28 proper in any county in California.

1 **PARTIES**

2 6. Plaintiff was employed by Defendant in the State of California as an hourly, non-exempt
3 employee from approximately February 2020 through March 2020.

4 7. Defendant M.S. AEROSPACE, INC, is a Delaware Corporation and does business
5 throughout the State of California.

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

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

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

23 **GENERAL ALLEGATIONS**

24 11. Plaintiff worked for Defendants as a non-exempt, hourly employee from
25 approximately from February 2020 through March of 2020.

26 12. At all relevant times, Defendant employed persons, conducted business in, and
27 engaged in illegal labor and payroll practices and policies in California. Plaintiff and aggrieved
28 employees are "employees" within the meaning of Section 2 of the applicable Welfare Commission

1 Order (“the Wage Order”) and “aggrieved employees” within the meaning of Labor Code § 2699(c).
2 At all relevant times, Plaintiff and aggrieved employees have been non-exempt employees entitled to
3 the full protections of both the Labor Code and the Wage Order.

4 13. During their employment with Defendants, Plaintiff and the aggrieved employees
5 regularly worked shifts in excess of eight hours per day, without being afforded a meal break during
6 the first five hours, and/or a second meal break after ten hours, as required by California law.

7 14. Plaintiff and the aggrieved employees were not provided with meal periods of at least
8 thirty (30) minutes for each five (5) hour work period due to (1) Defendants’ policy of not scheduling
9 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
10 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an
11 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
12 formal written meal and rest period policies that encouraged employees to take their meal and rest
13 periods, or that properly advised Plaintiff and aggrieved employees of their meal and rest period
14 rights. Additionally, Defendant implemented a common policy and practice of automatically
15 deducting thirty (30) minute of wages from Plaintiff an aggrieved employees time, regardless of
16 whether a compliant meal period was taken or not.

17 15. As a result of Defendants’ policy, Plaintiff and the aggrieved employees were
18 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5)
19 hours worked due to complying with Defendants’ productivity requirements that required Plaintiff
20 and the aggrieved employees to work through their meal periods n order to complete their assignments
21 on time. Additionally, Defendants had a common policy and practice of automatically deducting
22 thirty (30) minutes from Plaintiff and aggrieved employees’ wages for alleged meal periods which
23 were systematically denied.

24 16. Plaintiff and the aggrieved employees were not provided with rest periods of at least
25 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants’
26 policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing
27 each work shift with not enough workers; (3) imposing so much work on each employee such that it
28 made it unlikely that an employee would be able to take their breaks if they wanted to finish their

1 work on time; (4) no formal written meal and rest period policies that encouraged employees to take
2 their meal and rest periods, or that properly advised Plaintiff and aggrieved employees of their meal
3 and rest period rights.

4 17. As a result of Defendants' policies, Plaintiff and the aggrieved employees were
5 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
6 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
7 and the aggrieved employees to work through their rest periods in order to complete their assignments
8 on time.

9 18. Defendants' had a common policy and practice of denying Plaintiff and aggrieved
10 employees minimum wages. Specifically, Plaintiff and aggrieved employees were required to work
11 off-the-clock for which they were not paid wages. Plaintiff and aggrieved employees were required
12 to work through the unpaid meal periods which they were systemically denied, and for which 30
13 minutes was automatically deducted. Furthermore, Defendant utilized an unlawful rounding policy
14 and practice. Defendant's rounding policy and practice was designed to systemically result in the
15 underpayment of wages to Plaintiff and aggrieved employees. Moreover, the rounding policy and
16 practice was not "fair and neutral," and which resulted in the under payment of wages to Plaintiff and
17 aggrieved employees.

18 19. Plaintiff and aggrieved employees were never paid wages for the off-the-clock work
19 performed. These uncompensated hours caused Plaintiff and aggrieved employees to work in excess
20 of eight (8) hours a day and/or forty (40) hours a week entitling Plaintiff and aggrieved employees to
21 overtime wages which they were systemically denied.

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

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

26 22. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
27 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
28 not included.

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

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

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

(Plaintiff Against All Defendants)

25. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

1 31. Section 11 of the applicable Wage Order states:

2 “No employer shall employ any person for a work period of more than five (5)
3 hours without a meal period of not less than 30 minutes, except that when a
4 work period of not more than six (6) hours will complete the day’s work the
5 meal period may be waived by mutual consent of the employer and employee.
6 Unless the employee is relieved of all duty during a 30 minute meal period, the
7 meal period shall be considered an ‘on duty’ meal period and counted as time
8 worked. An ‘on duty’ meal period shall be permitted only when the nature of
9 the work prevents an employee from being relieved of all duty and when by
10 written agreement between the parties an on-the-job paid meal period is agreed
11 to. The written agreement shall state that the employee may, in writing, revoke
12 the agreement at any time.”

13 32. Furthermore, California Code of Regulations, Title 8, § 11040(7)(A)(3)
14 provides:

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

20 33. Labor Code section 1198 makes it unlawful for employers to employ employees under
21 conditions that violate the applicable Wage Order.

22 34. During their employment with Defendants, Plaintiff and the aggrieved employees
23 regularly worked shifts in excess of eight hours per day, without being afforded a meal break during
24 the first five hours, and/or a second meal break after ten hours, as required by California law.

25 35. Plaintiff and the aggrieved employees were not provided with meal periods of at least
26 thirty (30) minutes for each five (5) hour work period due to (1) Defendants’ policy of not scheduling
27 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
28 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an
employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
formal written meal and rest period policies that encouraged employees to take their meal and rest
periods, or that properly advised Plaintiff and aggrieved employees of their meal and rest period
rights. Additionally, Defendant implemented a common policy and practice of automatically
deducting thirty (30) minute of wages from Plaintiff an aggrieved employees time, regardless of

1 whether a compliant meal period was taken or not.

2 36. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
3 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5)
4 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
5 and the aggrieved employees to work through their meal periods in order to complete their assignments
6 on time. Additionally, Defendants had a common policy and practice of automatically deducting
7 thirty (30) minutes from Plaintiff and aggrieved employees' wages for alleged meal periods which
8 were systematically denied

9 37. Defendants also failed to properly record and track the meal periods owed to Plaintiff
10 and aggrieved employees as required by Labor Code § 1174, California Code of Regulations, Title 8,
11 §11040(7)(A)(3), and applicable Wage Orders. Labor Code section 1198 makes it unlawful for
12 employers to employ employees under conditions that violate the applicable Wage Order.

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

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

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

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

42. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff and aggrieved employees with net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order. Aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) no formal written rest period policy that encouraged employees to take their rest periods, or that advised aggrieved employees of their meal and rest period rights; and (3) Defendants' practice of requiring aggrieved employees to continue working through their rest breaks due to the excessive workload..

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

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

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

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

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

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

49. Labor Code section 1198 makes it unlawful for employers to employ employees under

1 conditions that violate the applicable Wage Order.

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

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

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

13 53. Labor Code section 510 and Section 3 of the applicable Wage Order also require
14 employers to pay non-exempt employees overtime wages of no less than two times their respective
15 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
16 worked in excess of eight hours on a seventh consecutive workday during the workweek.

17 54. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
18 centrally devised policies and practices to him and aggrieved employees with respect to working
19 conditions and compensation arrangements

20 55. Defendants' had a common policy and practice of denying Plaintiff and aggrieved
21 employees minimum wages. Specifically, Plaintiff and aggrieved employees were required to work
22 off-the-clock for which they were not paid wages. Plaintiff and aggrieved employees were required
23 to work through the unpaid meal periods which they were systemically denied, and for which 30
24 minutes was automatically deducted. Furthermore, Defendant utilized an unlawful rounding policy
25 and practice. Defendant's rounding policy and practice was designed to systemically result in the
26 underpayment of wages to Plaintiff and aggrieved employees. Moreover, the rounding policy and
27 practice was not "fair and neutral," and which resulted in the under payment of wages to Plaintiff and
28 aggrieved employees.

1 56. Plaintiff and aggrieved employees were never paid wages for the off-the-clock work
2 performed. These uncompensated hours caused Plaintiff and aggrieved employees to work in excess
3 of eight (8) hours a day and/or forty (40) hours a week entitling Plaintiff and aggrieved employees to
4 overtime wages which they were systemically denied.

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

7 58. Labor Code section 226(a) states:

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

21 59. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
22 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
23 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
24 retains the right to elect to receive a written paper stub or record and that those who are provided with
25 electronic wage statements retain the ability to easily access the information and convert the electronic
26 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

27 60. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have failed to provide aggrieved employees with written wage

1 statements as described above.

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

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

11 63. At all relevant times, Plaintiff and aggrieved employees have been entitled, upon the
12 end of their employment with Defendants, to timely payment of all wages earned and unpaid before
13 termination or resignation.

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

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

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

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

24 68. Plaintiff is informed and believes that, at all relevant time during the applicable
25 limitations period, Defendants have failed to timely pay aggrieved employees all of their final wages
26 in accordance with the Labor Code.

27 69. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have maintained a policy or practice of paying aggrieved employees

1 their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to
2 timely pay them all final wages.

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

7 71. During the applicable limitations period, Defendants have violated Labor Code
8 sections 201, 202, 203, 204, 210, 221, 223, 226(a), 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2,
9 1197, 1197.1, 1198, and 1199,¹ Code of Regulations, Title 8, 11040(7)(A)(3), and the applicable
10 Wage Orders.

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

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

18 74. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
19 section 2699.3.

20 75. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226(a),
22 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and Code of
23 Regulations, Title 8, 11040(7)(A)(3), and the applicable Wage Orders

24 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 512, 1174,
25
26

27 ¹ See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745 reh'g denied (June 13, 2018), review
28 denied (Aug. 8, 2018).

1 1194, 1198, and 2802, \$100 for each employee per pay period for each initial
2 violation and \$200 for each employee per pay period for each subsequent
3 violation (penalties set by Labor Code section 2699(f)(2));

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

6 C. For violations of Labor Code section 204, \$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
13 210);

14 D. For violations of Labor Code section 223, \$100 for each employee for each
15 initial violation that was neither willful nor intentional, \$200 for each
16 employee, plus 25% of the amount unlawfully withheld from each employee,
17 for each initial violation that was either willful or intentional, and \$200 for
18 each employee, plus 25% of the amount unlawfully withheld from each
19 employee, for each subsequent violation, regardless of whether the subsequent
20 violation was either willful or intentional (penalties set by Labor Code section
21 225.5);

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

26 F. For violations of Labor Code section 1197, \$100 for each aggrieved employee
27 for each initial violation of Labor Code section 1197 that was intentional, and
28 \$250 for each aggrieved employee per pay period for each subsequent violation

1 of Labor Code section 1197, regardless of whether the initial violation was
2 intentional (penalties set by Labor Code section 1197.1);

3 G. For violations of Labor Code section 226(a), if this action is deemed to be an
4 initial citation, \$250 for each employee for each violation. Alternatively, if an
5 initial citation or its equivalent occurred before the filing of this action, \$1,000
6 for each employee for each violation (penalties set by Labor Code section
7 226.3);

* 8 H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable
9 attorneys' fees and costs in connection with her claims for civil penalties.

10 **PRAYER FOR RELIEF**

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

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

18 **DEMAND FOR JURY TRIAL**

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

21
22 Dated: March 1, 2021

SETAREH LAW GROUP

23
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25 _____
26 Shaun Setareh
27 David Keledjian
28 Attorneys for Plaintiff
ANTHONY MALDONADO