

Jonathan M. Lebe (SBN 284605)
jon@lebelaw.com
Zachary Gershman (SBN. 328004)
zachary@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 358-7046

Attorneys for Plaintiff Chafen Suttle, on behalf of
himself and all other aggrieved employees

E-FILED
6/17/2021 6:14 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
21CV383162
Reviewed By: R. Walker

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

Chafen Suttle, on behalf of himself and all
other aggrieved employees,

Plaintiff,

vs.

Care.Stat! Inc. Db a CareRev; and Does 1-10,
inclusive,

Defendants.

CASE NO.: **21CV383162**

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

(1) PAGA Civil Penalties for
Violations of Labor Code §§ 226.8 for
Willful Misclassification;

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

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

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

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

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

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

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

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

(9) PAGA Civil Penalties for Violations of Labor Code §§ 226(a), 226.3 and the Applicable Wage Order for Failure to Provide Accurate and Itemized Wage Statements;

(10) PAGA Civil Penalties for Violations of Labor Code §§ 201-203 for Failure to Timely Pay All Wages Due to Terminated/Separated Employees; and

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

DEMAND FOR JURY TRIAL

Plaintiff Chafen Suttle (“Plaintiff”), on behalf of himself and all others aggrieved employees alleges as follows:

INTRODUCTION

1. Plaintiff is an individual who worked for Defendant Care.Stat! Inc. DBA CareRev (“Defendant CareRev”), and Does 1 through 10, inclusive (“Defendants”). Plaintiff seeks to recover civil penalties for all California-based “aggrieved employees” during the “Relevant Time Period” (defined as October 3, 2019 up to and including the date of commencement of trial¹) who incurred wage and hour violations and losses as hereinafter described.

¹ The statute of limitations for this matter were tolled for 179 days pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

2. On March 30, 2021, Plaintiff gave notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) and thereafter to the agent for service of process for each Defendant. Plaintiff has not received any response from the LWDA indicating that it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the PAGA.

JURISDICTION AND VENUE

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

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

5. Venue is proper in this Court because, upon information and belief, Plaintiff worked for Defendants in this county, Defendants transact business or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

Plaintiff

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

Defendants

7. Defendant CareRev is a corporation organized under the laws of the state of Delaware. Defendant Carerev is headquartered in Los Angeles, California.

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

9. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

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

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

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

GENERAL ALLEGATIONS

13. Defendant CareRev is a mobile phone application-based staffing company for hospitals, outpatient centers, and other medical providers in California.

14. Plaintiff performed services for Defendants during the relevant time period. During the relevant time period, Plaintiff was classified by Defendants as an independent contractor.

15. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees and other professionals who were

1 knowledgeable about California wage and hour law, employment and personnel practices and the
2 requirements of California.

3 16. Plaintiff is informed and believes, and thereon alleges that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees should not have been classified
5 as independent contractors. In violation of the Labor Code, Plaintiff and other aggrieved
6 employees were classified as independent contractors in a pattern and practice of willful
7 misclassification.

8 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that the aggrieved employees were entitled to receive wages for all time
10 worked (including minimum and overtime wages) and that they were not receiving all wages
11 earned for work that was required to be performed. In violation of the Labor Code and IWC Wage
12 Orders, the aggrieved employees were not paid wages (including minimum and overtime wages)
13 for all hours worked when Defendants failed to pay or underpaid the aggrieved employees for all
14 hours worked, failed to pay for time spent in rest breaks, and unlawfully deducted their wages for
15 Occupational Accident Insurance, among other things.

16 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and the aggrieved employees were entitled to receive all rest
18 breaks or payment of one (1) additional hour of pay at Plaintiff and the aggrieved employees'
19 regular rate of pay when a rest break was missed and were entitled to payment of wages for time
20 spent when rest breaks were taken. In violation of the Labor Code and IWC Wage Orders, Plaintiff
21 and the aggrieved employees did not receive paid rest breaks or payment of one (1) additional hour
22 of pay at Plaintiff and other aggrieved employees' regular rate of pay when a rest break was missed.

23 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and the aggrieved employees were entitled to receive all meal
25 periods or payment of one (1) additional hour of pay at Plaintiff and the aggrieved employees's
26 regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of
27 the Labor Code and IWC Wage Orders, Plaintiff and the aggrieved employees did not receive all
28

1 meal periods or payment of one (1) additional hour of pay at Plaintiff and the aggrieved employees'
2 rate of pay when they did not receive a timely, uninterrupted meal period.

3 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that they were prohibited from withholding amounts from the wages of the
5 aggrieved employees, aside for certain statutory exceptions. In violation of the Labor Code,
6 Defendants made unlawful deductions from the aggrieved employees' wages for Occupational
7 Accident Insurance.

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

12 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and the aggrieved employees were entitled to sick leave and
14 notice on their wage statements or other separate written statements that listed the balance of paid
15 sick leave that they should have been accruing. In violation of the California Labor Code, Plaintiff
16 and other aggrieved employees did not receive sick leave and notice on their wage statements or
17 other separate written statements that listed the balance of paid sick leave that they should have
18 been accruing or receive sick leave.

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

25 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and Waiting Time class members were entitled to timely payment
27 of wages upon separation of employment. In violation of the California Labor Code, Plaintiff and
28

1 Waiting Time class members did not receive payment of all wages including, but not limited to,
2 unpaid wages within permissible time periods.

3 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that the aggrieved employees were entitled to reimbursement for necessary
5 expenditures incurred in connection with the performance and execution of their job duties. In
6 violation of the California Labor Code, the aggrieved employees did not receive adequate
7 reimbursement for necessary business expenses, including but not limited to reimbursement for
8 use of their personal cell phones, personal automobiles or other transportation expenses, and the
9 cost of Occupational Accident Insurance

10 **FIRST CAUSE OF ACTION**

11 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 226.8 FOR**
12 **WILLFUL MISCLASSIFICATION**

13 **(By Plaintiff on behalf of all other aggrieved employees against each Defendant)**

14 26. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
15 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
16 dated March 30, 2021.

17 27. Labor Code section 226.8 provides that it is unlawful for any person or employer
18 to willfully misclassify an individual as an independent contractor.

19 28. Here, based on the foregoing, and in willful violation of California law and public
20 policy, Defendants intentionally misclassified Plaintiff and other aggrieved employees as
21 independent contractors in violation of Labor Code section 226.8(a). This was part of a pattern
22 and practice of willful misclassification. Consequently, Plaintiff, on behalf of himself and other
23 aggrieved employees, intends to seek civil penalties pursuant to the PAGA for the alleged
24 violations.

25 29. Labor Code section 226.8(c) provides: "If the Labor and Workforce Development
26 Agency or a court issues a determination that a person or employer has engaged in any of the
27 enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging
28 in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty

1 of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars
2 (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.”

3 30. As a result of Defendants’ conduct, Plaintiff, on behalf of himself and other
4 aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged willful
5 misclassification, in an amount according to proof and subject to Court approval.

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

11 **SECOND CAUSE OF ACTION**

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

13 **1197.1 AND THE APPLICABLE WAGE ORDER FOR**

14 **FAILURE TO PAY ALL MINIMUM WAGES**

15 **(By Plaintiff on behalf of all other aggrieved employees against each Defendant)**

16 32. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
17 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
18 dated March 30, 2021

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

27 34. Labor Code section 1194 states: “Notwithstanding any agreement to work for a
28 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime

1 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
2 of the full amount of this minimum wage or overtime compensation, including interest thereon,
3 reasonable attorney's fees, and costs of suit."

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

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

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

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

28 39. Accordingly, the Defendants are subject to assessment of civil penalties pursuant

1 to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for
2 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
3 according to proof.

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

9 **THIRD CAUSE OF ACTION**

10 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,**
11 **1194, 1198 AND THE APPLICABLE WAGE ORDER FOR**
12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(By Plaintiff on behalf of all other aggrieved employees against each Defendant)**

14 41. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
15 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
16 dated March 30, 2021.

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

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

28 44. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which

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

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

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

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

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

1 **FOURTH CAUSE OF ACTION**

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

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

5 49. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
6 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
7 dated March 30, 2021

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

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

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

per pay period for each subsequent violation.”

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

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

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

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

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FIFTH CAUSE OF ACTION

PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512

AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE

TIMELY AND COMPLIANT MEAL PERIODS

(By Plaintiff on behalf of all other aggrieved employees against each Defendant)

57. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated March 30, 2021

58. Because Plaintiff and other aggrieved employees should have been classified as non-exempt employees, the Defendants were required to comply with Labor Code sections 226.7 and 512, and the applicable Wage Order.

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

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

61. Labor Code section 512(a) provides: “(a) An Employers shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the Employers and employee. An Employers shall not employ an employee for a work period of more

1 than 10 hours per day without providing the employee with a second meal period of not less than
2 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
3 may be waived by mutual consent of the Employers and the employee only if the first meal period
4 was not waived.”

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

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

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

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

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

SIXTH CAUSE OF ACTION

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

(By Plaintiff on behalf of all other aggrieved employees against each Defendant)

67. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated March 30, 2021

68. Because Plaintiff and other aggrieved employees should have been classified as non-exempt employees, the Defendants were required to comply with Labor Code section 226.7, and the applicable Wage Order.

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

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

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

5 72. Labor Code sections 226.7 is a statute specifically listed in Labor Code section
6 2699.5 as statutes for which violations of have been established to be subject to the default civil
7 penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all provisions
8 of this code except those for which a civil penalty is specifically provided, there is established a
9 civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged
10 violation, the person employs one or more employees, the civil penalty is one hundred dollars
11 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
12 (\$200) for each aggrieved employee per pay period for each subsequent violation.”

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

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

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

1 subject to Court approval.

2 **SEVENTH CAUSE OF ACTION**

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

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

6 76. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
7 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
8 dated March 30, 2021.

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

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

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

19 80. Here, based on the foregoing, Plaintiff and other aggrieved employees did not
20 receive sick leave and notice on their wage statements or other separate written statements that
21 listed the balance of paid sick leave that they should have been accruing, or otherwise receive sick
22 leave, in violation of Labor Code §§ 246 *et seq.*

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

26 82. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
27 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
28 labor laws and applicable regulations is determined to be in the public interest and consistent with

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

3 **EIGHTH CAUSE OF ACTION**

4 **PAGA CIVIL PENALTIES FOR LABOR CODE §§ 221**

5 **FOR THE UNLAWFUL DEDUCTION OF WAGES**

6 **(By Plaintiff on behalf of all other aggrieved employees against each Defendant)**

7 83. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
8 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
9 dated March 30, 2021.

10 84. Labor Code § 221 provides, in pertinent part, “[i]t shall be unlawful for any
11 employer to collect or receive from an employee any part of wages theretofore paid by said
12 employer to said employee.”

13 85. This statute is listed in Labor Code section 2699.5 as a statute for which violation
14 of has been established to be subject to the default civil penalty provisions in Labor Code section
15 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a civil
16 penalty is specifically provided, there is established a civil penalty for a violation of these
17 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or
18 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
19 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
20 per pay period for each subsequent violation.”

21 86. In addition, Labor Code section 225.5 provides an independent and separate penalty
22 for “violation of Section 212, 216, 221, 222, or 223” of the Labor Code of \$100 for any initial
23 violation for each failure to an employee, and \$200 for any subsequent violation for each failure
24 to pay an employee.

25 87. Here, during aggrieved employees’ employment with Defendants, Defendants
26 made unlawful deductions from the aggrieved employees’ wages by deducting from those wages
27 amounts, for example, for the cost of Occupational Accident Insurance.

28 88. Accordingly, the Defendants are subject to assessment of civil penalties pursuant

1 to Labor Code sections 225.5, and 2699.5 for violations of Labor Code Section 221.

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

7 **NINTH CAUSE OF ACTION**

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

11 **(By Plaintiff on behalf of all other aggrieved employees and against each Defendant)**

12 90. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
13 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
14 dated March 30, 2021.

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

26 92. Labor Code section 226.3 provides in pertinent part: "Any employer who violates
27 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty
28 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)

1 per employee for each violation in a subsequent citation, for which the employer fails to provide
2 the employee a wage deduction statement or fails to keep the records required in subdivision (a)
3 of Section 226. The civil penalties provided for in this section are in addition to any other penalty
4 provided by law...”

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

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

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

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

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

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

28 99. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses pursuant

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

5 **TENTH CAUSE OF ACTION**

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

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

8 **TERMINATED/SEPARATED EMPLOYEES**

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

10 100. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
11 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
12 dated March 30, 2021.

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

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

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

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

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

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

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

ELEVENTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 2800, 2802 AND
THE APPLICABLE WAGE ORDER FOR FAILURE TO REIMBURSE ALL
REASONABLE AND NECESSARY BUSINESS EXPENSES
(By Plaintiff on behalf of all other aggrieved employees against each Defendant)**

108. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated March 30, 2021.

109. California Labor Code section 2802(a) provides: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her 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.”

110. California Labor Code section 2802(b) provides: “All awards made by a court or

1 by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures
2 under this section shall carry interest at the same rate as judgments in civil actions. Interest shall
3 accrue from the date on which the employee incurred the necessary expenditure or loss.”

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

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

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

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

28 115. As a result of Defendants’ conduct, Plaintiff, on behalf of himself and other

aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged failure to pay business-related expenses, in an amount according to proof and subject to Court approval.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. On the First Cause of Action, Plaintiff individually and on behalf of all aggrieved employees against all Defendants, Plaintiff seeks:
 - a. Civil Penalties pursuant to Labor Code § 226.8(c):
 - i. \$10,000 for each aggrieved employee for the initial violation; and
 - ii. \$25,000 for each aggrieved employee for each subsequent violation.
2. On the Second Cause of Action, Plaintiff individually and on behalf of all aggrieved employees against all Defendants, Plaintiff seeks:
 - a. Civil Penalties pursuant to Labor Code § 1197.1:
 - i. \$100 for each aggrieved employee per pay period for the initial violation; and
 - ii. \$250 for each aggrieved employee per pay period for each subsequent violation; and
 - b. Civil Penalties pursuant to Labor Code § 558:
 - i. \$50 for each underpaid employee for each pay period; and
 - ii. \$100 per employee per pay period for subsequent violations.
3. On the Third Cause of Action, by Plaintiff individually and on behalf of all aggrieved employees against all Defendants, Plaintiff seeks:
 - a. Civil penalties pursuant to Labor Code § 2699(f):

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

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

1 ii. \$200 for each aggrieved employee per pay period for each subsequent
2 violation.

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

5 a. Civil penalties pursuant to Labor Code § 226:

6 i. \$50 per employee per violation for an initial citation and \$100 per employee
7 for each violation for subsequent citations, not to exceed \$4,000 per
8 employee; and

9 b. Civil penalties pursuant to Labor Code § 226.3:

10 i. \$250 per employee per violation for an initial citation; and

11 ii. \$1,000 per employee for each violation for subsequent citation;

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

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

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

17 ii. \$200 for each aggrieved employee per pay period for each subsequent
18 violation.

19 11. On the Eleventh Cause of Action, by Plaintiff individually and on behalf of all
20 aggrieved employees against all Defendants, Plaintiff seeks:

21 a. Civil penalties pursuant to Labor Code § 1197.1:

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

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

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

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

1 ii. \$200 for each aggrieved employee per pay period for each subsequent
2 violation.

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

6 13. For costs of the suit incurred herein;

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

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

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

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

13 DATED: June 15, 2021

LEBE LAW, APLC

14
15 By:  _____

16 Jonathan M. Lebe

17 Attorney for Plaintiff Chafen Suttle, individually and
18 on behalf of all other aggrieved employees

19 **DEMAND FOR JURY TRIAL**

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

21
22 DATED: June 15, 2021

LEBE LAW, APLC

23
24 By:  _____

25 Jonathan M. Lebe

26 Attorney for Plaintiff Chafen Suttle, individually and
27 on behalf of all other aggrieved employees
28