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ROBIN MURDOCK, individually and on behalf of all others similarly situated and all aggrieved California resident employees,

1 **GENERAL ALLEGATIONS**

2 **JURISDICTION**

3 1. This is an action for unpaid wages, rest break violations, and wage  
4 statement violations. Plaintiff seeks all available relief, including full restitution of  
5 all compensation retained by Defendant as a result of their unlawful, unfair  
6 business practices.

7 **VENUE**

8 2. Venue is proper in San Bernardino County pursuant to Code of Civil  
9 Procedure section 395.5 since Plaintiff's work for Defendants occurred at their  
10 facility in San Bernardino.

11 **PARTIES**

12 3. Robin Murdock ("Murdock") is a resident of San Bernardino County,  
13 state of California.

14 4. Mclane/Suneast, Inc. is a Texas corporation that is qualified to do  
15 business in California.

16 5. Plaintiff does not know the true names or capacities, whether  
17 individual, partner, or corporate, of Defendants sued herein as Does 1 to 100, and  
18 for that reason, said Defendants are sued under such fictitious names, and Plaintiff  
19 will amend this Complaint when such true names and capacities are discovered.

20 6. Plaintiff is informed and believes and thereon allege that the  
21 Defendants and each fictitious Defendant, whether individual, partners, or  
22 corporate, was responsible in some manner for the circumstances alleged herein,  
23 and proximately caused Plaintiffs and all others similarly situated hereinafter  
24 alleged and the general public to be subjected to the unlawful employment  
25 practices, wrongs, injuries and damages complained of herein.

26 7. At all times herein mentioned, each of said Defendants participated in  
27 the doing of the acts hereinafter alleged to have been done by the named  
28 Defendant; and furthermore, Defendants were the agents, servants, and employees

1 of each and every one of the other Defendants, and at all times herein mentioned  
 2 were acting within the course and scope of said agency and employment.

3 8. Defendants were members of and engaged in a joint venture,  
 4 partnership, and common enterprise, and acting within the course and scope of and  
 5 in pursuance of said joint venture, partnership, and common enterprise.

6 9. Defendants, approved of, condoned, and/or otherwise ratified each  
 7 and every one of the acts or omissions complained of herein. At all times herein  
 8 mentioned, Defendants, and each of them, aided and abetted the acts and omissions  
 9 of the other Defendants, thereby proximately causing the damages, as herein  
 10 alleged.

11 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**  
 12 **(BUSINESS & PROFESSIONS CODE § 17200)**

13 10. Plaintiff on behalf herself and all others similarly situated, filed this  
 14 cause of action acting as a private attorney general on behalf of the general public  
 15 to challenge and remedy the business practices of Defendant alleged herein.

16 11. B&PC §17200, et seq., often referred to as the Unfair Competition  
 17 Law, prohibits unfair competition, which is defined to include any unlawful,  
 18 unfair, or fraudulent business act or practices. Defendant has instituted and  
 19 implemented unlawful wage-and-hour policies, which constitute unfair, unlawful,  
 20 or fraudulent business acts or practices within the State of California. Any person  
 21 that has suffered injury may initiate an action to enforce B&PC §17200. The Court  
 22 is authorized to order restitution to affected members of the general public as  
 23 remedies for any violations of B&PC §17200.

24 12. Plaintiff is entitled to an award of attorneys' fees and costs in  
 25 prosecuting this action as a private attorney general against Defendant under CCP  
 26 §1021.5 based in part on the following:

27 a. A successful outcome in this action will result in the  
 28 enforcement of important rights affecting the public interest by maintaining the

1 integrity of entities that employ employees;

2 b. This action will result in a significant benefit to the general  
3 public by ceasing unlawful, unfair and deceptive activity, and by causing the return  
4 of ill-gotten gains obtained by Defendant through its failure to properly pay its  
5 employees;

6 c. Unless this action is prosecuted, members of the general public  
7 will not recover monies wrongfully taken from them, and many employees and  
8 consumers would not be aware that they were victimized by Defendant's wrongful  
9 acts and practices; and unless attorneys' fees and costs are awarded against  
10 Defendant, the general public will not be made whole.

### 11 **PLAINTIFF CLASSES**

12 13. Plaintiff Murdock worked in the position of non-exempt hourly  
13 employee or other similar title while employed by Defendants within the State of  
14 California. At all times mentioned herein, Murdock and the entirety of the class  
15 identified herein are current and former California resident employees of  
16 Defendant who worked in Defendants' warehouse facilities throughout California  
17 who were improperly paid wages and premium pay under Defendant's improper  
18 calculation of the regular rate of pay were not provided compliant meal and rest  
19 periods, and/or did not receive compliant wage statements.

20 14. There are greater than two-thirds of the members of all proposed  
21 plaintiff classes in the aggregate are citizens of the State of California. The  
22 principal wage and penalty injuries resulting from the alleged conduct infra or any  
23 related conduct of each defendant were incurred in the State of California. At no  
24 time prior to the 3-year period preceding the filing of this action, there have been  
25 no other class action has been filed asserting the same or similar factual allegations  
26 against any of the defendants on behalf of the same or other persons.

### 27 **CLASS ACTION ALLEGATIONS**

28 15. Plaintiff brings this action on behalf of herself and all others similarly

1 situated California resident hourly employees as a class action pursuant to CCP  
 2 §382. The classes which Plaintiff seeks to represent are composed of and defined  
 3 as follows:

4 **Class 1:**

5 All hourly non-exempt California resident warehouse employees of  
 6 Defendants who worked more than eight (8) hours in a day or more than forty (40)  
 7 hours in a week from December 10, 2016 through the date of class certification  
 8 who did not receive wages and/or premium pay for overtime, missed rest and meal  
 9 breaks at the correct regular rate of pay. (Regular Rate Class);

10 **Class 2:**

11 All current and former hourly non-exempt California resident warehouse  
 12 employees who work or worked for Defendants at any time December 10, 2016  
 13 through the date of class certification who were not authorized or permitted to take  
 14 a duty-free rest period of at least ten (10) consecutive minutes for each four (4)  
 15 hours or major fraction thereof pursuant to California law. (Rest Period Class).

16 **Subclass 1:**

17 All current and former hourly non-exempt California resident warehouse  
 18 employees who work or worked for Defendants at any time from December 10,  
 19 2016 through the date of class certification who were required to remain on-  
 20 premises for their rest breaks. (On-Premises Rest Period Subclass).

21 **Class 3:**

22 All current and former hourly non-exempt California resident warehouse  
 23 employees who worked for Defendant from December 10, 2016 through the date  
 24 of class certification, who were required to work without compensation paid at  
 25 minimum wage while being subjected to bag checks. (**Off the Clock Class**);

26 **Class 4:**

27 All current and former hourly non-exempt California resident warehouse  
 28

employees who worked for Defendant from December 10, 2016 through the date of class certification who were required by Defendant to purchase items for the performance of their job duties including but not limited pens, clipboards, correction tape and the other items. (“Indemnity Class”).

**Class 5:**

All non-exempt hourly California resident warehouse employees who worked for Defendants from December 10, 2019 through the date of class certification who were provided a paystub (a.k.a. wage statement) from Defendants. (Pay Stub Class);

**Class 6:**

All hourly non-exempt California resident warehouse employees who worked at some point from December 10, 2015 through the date of class certification who are no longer employed with Defendant. (Waiting Time Penalty Class);

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes is unknown to Plaintiff at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable via inspection of Defendant’s California employment records.

16. There are common questions of law and fact as to Plaintiff and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendant improperly calculated the regular rate of pay for payment of premium pay and overtime, meal and rest period premiums;
- ii. Whether Defendant violated the applicable Labor Code provisions including §§ 510, 1194, and 203 by requiring substantial overtime work and not paying for said work

1 according to the overtime laws of the State of California,  
 2 without statutory exemptions;

- 3 iii. Whether Defendant failed to pay overtime premium or meal  
 4 and rest period premiums to the class based on the correct  
 5 regular rate of pay;
- 6 iv. Whether Defendant improperly retained, appropriated or  
 7 deprived Plaintiff of the use of monies or sums to which  
 8 Plaintiff was legally entitled;
- 9 v. Whether Defendant engaged in unfair business practices;
- 10 vi. Whether Defendant, and each of them, was/were participants in  
 11 the alleged unlawful conduct;
- 12 vii. Whether Defendant's conduct was willful or reckless;
- 13 viii. The effect upon and the extent of injuries suffered by Plaintiff  
 14 and all others similarly situated and the appropriate amount of  
 15 compensation;
- 16 ix. The appropriate amount of monetary penalties allowed by  
 17 Labor Code §201, et. seq.;
- 18 x. Whether Defendant discouraged, dissuaded, or impeded non-  
 19 exempt employees from receiving legally compliant rest  
 20 periods;
- 21 xi. Whether Defendant violated Labor Code §226 and by failing to  
 22 accurately report total hours worked at all applicable hourly  
 23 rates by Plaintiff and the members of the class;
- 24 xii. Whether Defendant required employees to purchase items for  
 25 their job without reimbursing them;
- 26 xiii. Whether Defendant failed to pay employees for all time due to  
 27 its practice of requiring employees to be subjected to a bag  
 28 check off the clock; and

xiv. Whether Defendant is subject to civil penalties pursuant to  
Labor Code §§2699, et seq.;

17. Plaintiff's claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiff, as a representative party, will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through her attorneys who are skilled and experienced in handling matters of this type. Plaintiff has no claim or interest that is antagonistic to any class member.

18. The nature of this action and the nature of laws available to the members of the classes and subclasses identified herein make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein. Further, this claim involves large corporate employers and many individual employees with many relatively small claims with common issues of law and fact. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Plaintiff with its vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present and/or former employer for an appreciable and justifiable fear of retaliation and permanent damage to their careers at present and/or subsequent employment. Proof of a common business practice or factual pattern, of which the named Plaintiff experienced, is representative of the class mentioned herein and will establish the right of each of the members of the named class to recovery on the causes of action alleged herein.

19. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants;

1 and which would establish potentially incompatible standards of conduct for  
 2 Defendants; and/or (b) legal determinations with respect to individual class  
 3 members which would, as a practical matter, be dispositive of the interest of the  
 4 other class members not parties to adjudications or which would substantially  
 5 impair or impede the ability of the class members to protect their interests.  
 6 Further, the claims of the individual members of the class are not sufficiently large  
 7 to warrant vigorous individual prosecution considering all of the concomitant costs  
 8 and expenses attending thereto.

9 **FIRST CAUSE OF ACTION**

10 **(Violation of Business & Professions Code §17200, et seq.)**

11 **Against All Defendants**

12 20. Plaintiff re-alleges and incorporates by reference herein the  
 13 allegations of all preceding paragraphs as though fully set forth herein.

14 21. Beginning on an exact date unknown to Plaintiff but believed to have  
 15 occurred at least four (4) years preceding the filing of this action, Defendant has  
 16 engaged in a pattern and practice of acts of unfair competition in violation of  
 17 B&PC §17200.

18 22. Defendants have engaged in the practice of paying their employees,  
 19 including all hourly employees in a fashion that circumvents California wage laws.

20 **FAILURE TO PAY PROPER WAGES, PREMIUM PAY AND OVERTIME**

21 **COMPENSATION BASED ON THE CORRECT REGULAR RATE OF**

22 **PAY**

23 23. Plaintiff is informed and believe and thereon allege that as part of  
 24 Defendant's ongoing unfair business practices, Defendant's non-exempt hourly  
 25 employees were and are employed and scheduled as a matter of established  
 26 company policy to work, and in fact, worked shifts in excess of eight (8) hours a  
 27 day, including but not limited to shifts lasting ten (10) hours and twelve (12) hours.

28 24. Defendant's policy is to pay straight time for all hours worked in

1 excess of eight (8) hours per day, both straight time (first eight (8) hours) and  
 2 overtime (last four (4) hours) pay is paid at the base hourly rate which is lower  
 3 than required by law due to Defendant's failure to pay daily overtime hours at  
 4 time-and-a-half of the employees' correct regular rate of pay. The mathematical  
 5 result of this practice is that employees are underpaid their earned statutory  
 6 overtime premium wages. Defendant's mathematical scheme is in violation of the  
 7 Labor Code. Defendant's employees are not paid proper overtime compensation at  
 8 the correct rate. The "regular rate" means "the hourly rate actually paid for the  
 9 normal, non-overtime workweek." (See *Walling v. Youngerman-Reynolds*  
 10 *Hardwood Co.*, 325 U.S. 419, 424 (1945) ("[T]he regular rate refers to the hourly  
 11 rate actually paid the employee for the normal, non-overtime workweek for which  
 12 he is employed.") (emphasis added); *United States v. Rosenwasser*, 323 U.S. 360,  
 13 364 (1945) (defining the "regular rate" is defined as "the hourly rate actually paid  
 14 for the normal, non-overtime workweek.") (quotation omitted) (emphasis added);  
 15 *Huntington Memorial Hosp. v. Superior Court*, (2005) 131 Cal.App.4th 893, 905  
 16 (regular rate is the hourly rate paid for a non-overtime workweek); *Brunozzi v.*  
 17 *Cable Communications, Inc.*, 851 F.3d 990, 996 (9th Cir. 2017) (To determine the  
 18 regular rate, "we must first determine what the parties agreed [the employee] is to  
 19 be paid in a normal, non-overtime workweek.") (emphasis added).) "Wage divided  
 20 by hours equals regular rate." (*Bay Ridge*, 334 U.S. at 461 (quotation omitted).)  
 21 The employer may not "compute the regular rate in a wholly unrealistic and  
 22 artificial manner so as to negate the statutory purposes." (*Walling*, 325 U.S. at  
 23 424.) The regular rate "must reflect all payments which the parties have agreed  
 24 shall be received regularly during the workweek, exclusive of overtime payments."  
 25 (*Id.*) The regular rate "is not an arbitrary label chosen by the parties; it is an actual  
 26 fact. Once the parties have decided upon the amount of wages and the mode of  
 27 payment the determination of the regular rate becomes a matter of mathematical  
 28 computation ...." (*Id.* at 244-45.) "The regular hourly rate of pay of an employee

1 is determined by dividing his total remuneration for employment (except statutory  
2 exclusions) in any workweek by the total number of hours actually worked by him  
3 in that workweek for which such compensation was paid." (29 C.F.R. § 778.109.)

4 25. Plaintiff believes and thereon alleges that Defendant fails to include  
5 all remuneration into the calculation of the regular rate for overtime, meal and rest  
6 period premium payments, including but not limited to, differentials, non-  
7 discretionary and/or flat sum bonuses, and other pay. Plaintiff believes and  
8 thereon alleges based on information and belief and without access to her payroll  
9 records that any time she worked overtime it was underpaid due to Defendant's  
10 failure to pay the premium at the correct rate which would include any non-  
11 discretionary pay including but not limited to shift 3 pay, performance reward,  
12 health club pay, light duty wages, and shift 3 light duty. This is not an exhaustive  
13 list and Plaintiff reserves the right to amend her complaint to allege the other  
14 remuneration that is not included upon receipt of her payroll records.

15 **FAILURE TO PAY FOR ALL TIME WORKED (OFF THE CLOCK)**

16 26. Plaintiff is informed and believes and thereon alleges, that at all times  
17 herein mentioned, Defendant engaged in unlawful, unfair, and fraudulent business  
18 practices prohibited by California B&PC §17200, by failing to pay for time worked  
19 off the clock. Defendant suffered or permitted non-exempt employees to work off  
20 the clock including but not limited to time during which the employees are required  
21 to stand in line and have their bags checked prior to leaving to go to lunch or  
22 leaving to go home at the end of their shift, despite being clocked out. Further,  
23 Plaintiff is informed and believes and thereon alleges, that due to Defendant's asset  
24 control policy and timekeeping practices, preventing employees from clocking in  
25 prior to search upon entering the building, Plaintiff and the putative class members  
26 are not paid for all time suffered or permitted to work.

27 /////  
28

**FAILURE TO REIMBURSE**

27. Defendants further adopted, implemented and enforced a uniform policy and practice of requiring Plaintiff and employees to purchase their own equipment required in order to perform their job functions, without reimbursement by Defendants. Thus, Defendants are in violation of Labor Code §2802.

28. Plaintiff, and all persons similarly situated, and all persons in interest, are entitled to and do seek such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and class members have been deprived by means of the herein described unfair, unlawful, and/or fraudulent business practices.

29. Plaintiff seeks restitution for said violations.

30. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC §17200, thereby depriving their California resident employees and the putative class the minimum working condition, standards and conditions due to them under the California Labor Laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiff further seeks an order requiring Defendant to identify by full name, telephone number, and last known address employees who worked or still work for Defendant from four (4) years preceding the filing of the original Complaint through the date of judgment; Plaintiff further seeks an order requiring Defendant to timely pay restitution to all current and former employees, including back wages, and interest.

31. Plaintiff requests attorney's fees and costs pursuant to Code of Civil Procedure §1021.5 since this action is brought to vindicate important rights of a large class and the public.

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**SECOND CAUSE OF ACTION**

**RECOVERY OF UNPAID WAGES & PENALTIES**

**(Violation of Labor Code §§ 204, 510, 1194 and 1198)**

**Against All Defendants**

32. Plaintiff re-alleges and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

33. Plaintiff and all others similarly situated identified herein were and are employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per pay period, including shifts that last ten (10) hours or twelve (12) hours without daily overtime paid for the hours worked in excess of eight (8) in a day at the correct regular rate. Plaintiff's records will demonstrate that the weeks in which she earned and was paid overtime and the rates at which it was paid. Similarly, the records belonging to the class of hourly employees will demonstrate the weeks worked, the overtime paid, and the other remuneration paid. Plaintiff also alleges that due to Defendant's policy and practice of requiring off the clock work, including but not limited to off the clock security bag checks, which increases the daily rate of pay on average of 5-10 minutes every day worked and up to an hour is not reflected in the records and thus would increase the overtime claim by 5-10 minutes up to an hour on every shift worked during the relevant period covered by this action. Plaintiff and the class were required to clock out and wait for security check in order to leave the facility.

Plaintiff believes and thereon alleges based on information and belief and without access to her payroll records that any time she worked overtime it was underpaid due to Defendant's failure to pay the premium at the correct rate which would include any non-discretionary pay including but not limited to shift 3 pay, performance reward, health club pay, light duty wages, and shift 3 light duty. This is not an exhaustive list and Plaintiff reserves the right to amend her complaint to

1 allege the other remuneration that is not included upon receipt of her payroll  
2 records.

3 Labor Code § 204 establishes the fundamental right of all employees in the  
4 state of California to be paid the proper amount of wages in a timely fashion for  
5 their work, including overtime.

6 34. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiff may bring a  
7 civil action for overtime wages directly against the employer without first filing a  
8 claim with the Division of Labor Standards Enforcement (hereinafter "DLSE") and  
9 may recover such wages, together with interest thereon, penalties, attorneys' fees  
10 and costs.

11 35. At all times relevant hereto, Defendant has failed to pay to Plaintiff  
12 and all persons similarly situated wages when due as required by Labor Code §  
13 204.

14 36. Pursuant to Labor Code § 1198, it is unlawful to employ persons for  
15 longer than the hours set by the IWC or under conditions prohibited by the  
16 applicable IWC Wage Orders. IWC Wage Order No. 7, as amended, applies to  
17 Plaintiff.

18 37. At all times relevant hereto, Plaintiff is informed and believes and  
19 thereon alleges that Defendant has treated Plaintiff and all other similarly situated  
20 hourly employees as hourly non-exempt employees. Despite this classification,  
21 Defendants have willfully and wrongfully underpaid overtime premiums at the  
22 regular rate in order to avoid payment of overtime wages and other benefits in  
23 violation of the Labor Code and the orders issued by the IWC, thereby Defendant  
24 is able to reduce its overhead and operating expenses and gain an unfair advantage  
25 over competing companies complying with state law.

26 38. Plaintiff is informed and believes and thereon alleges that the hourly  
27 non-exempt class was under paid premium overtime compensation at a lower rate  
28 of pay than the regular rate when Defendant paid overtime. The "regular rate"

means "the hourly rate actually paid for the normal, non-overtime workweek." (*Id.* (emphasis added); see also *Walling v. Youngerman-Reynolds Hardwood Co.*, 325 U.S. 419, 424 (1945) ("[T]he regular rate refers to the hourly rate actually paid the employee for the normal, non-overtime workweek for which he is employed.") (emphasis added); *United States v. Rosenwasser*, 323 U.S. 360, 364 (1945) (defining the "regular rate" is defined as "the hourly rate actually paid for the normal, non-overtime workweek.") (quotation omitted) (emphasis added); *Huntington Memorial Hosp. v. Superior Court*, (2005) 131 Cal.App.4th 893, 905 (regular rate is the hourly rate paid for a non-overtime workweek); *Brunozzi v. Cable Communications, Inc.*, 851 F.3d 990, 996 (9th Cir. 2017) (To determine the regular rate, "we must first determine what the parties agreed [the employee] is to be paid in a normal, non-overtime workweek.") (emphasis added).) "Wage divided by hours equals regular rate." (*Bay Ridge*, 334 U.S. at 461 (quotation omitted).) The employer may not "compute the regular rate in a wholly unrealistic and artificial manner so as to negate the statutory purposes." (*Walling*, 325 U.S. at 424.) The regular rate "must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments." (*Id.*) The regular rate "is not an arbitrary label chosen by the parties; it is an actual fact. Once the parties have decided upon the amount of wages and the mode of payment the determination of the regular rate becomes a matter of mathematical computation ...." (*Id.* at 244-45.) "The regular hourly rate of pay of an employee is determined by dividing his total remuneration for employment (except statutory exclusions) in any workweek by the total number of hours actually worked by him in that workweek for which such compensation was paid." (29 C.F.R. § 778.109.)

39. Plaintiff is informed and believes and thereon alleges that Defendant consistently administered a corporate policy regarding both staffing levels and duties and responsibilities of the members of the classes which required the entirety of all classes to work overtime without proper premium pay at the correct

1 regular rate. This included a uniform corporate policy and practice of allocating  
 2 straight time only hourly rate for all hours worked in a day in excess of eight (8)  
 3 hours and for carrying out a policy that fails to pay overtime premiums. This  
 4 corporate policy and pattern of conduct was/is accomplished with the advance  
 5 knowledge and design of all Defendants herein. Thus, Plaintiff and all others  
 6 similarly situated routinely, regularly and customarily performed overtime work.  
 7 Accordingly, Plaintiff and all others similarly situated are entitled to overtime  
 8 compensation at the correct regular rate under California law.

9 40. Defendants have willfully failed to pay the earned and unpaid wages  
 10 of such individuals, including, but not limited to premium pay at the correct rate,  
 11 and other wages earned and remaining uncompensated according to amendment, or  
 12 proof.

13 41. The pattern, practice and uniform administration of corporate policy  
 14 regarding illegal employee compensation as described herein is unlawful and  
 15 creates an entitlement to recovery by Plaintiff and all others similarly situated, in a  
 16 civil action, for the unpaid balance of the full amount of the all wages owing,  
 17 including the proper calculation of the regular rate, including interest thereon,  
 18 willful penalties, reasonable attorneys' fees, and costs of suit according to the  
 19 mandate of Labor Code § 1194, et. seq.

20 42. Likewise, Defendant has a pattern, practice and uniform  
 21 administration of corporate policy regarding failure to comply with the required  
 22 provisions of Labor Code § 226.7, in failing to pay Plaintiff and the class the meal  
 23 and rest break violation payment at the regular rate.

### 24 **THIRD CAUSE OF ACTION**

#### 25 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

#### 26 **PURSUANT TO LABOR CODE §226**

#### 27 **Against All Defendants**

28 43. Plaintiff re-alleges and incorporates by reference herein the

1 allegations of all preceding paragraphs as though fully set forth herein. The  
2 applicable Wage Order provides:

3 Every employer shall semimonthly or at the time of each payment of  
4 wages furnish each employee, either as a detachable part of the check,  
5 draft, or voucher paying the employee's wages, or separately, an  
6 itemized statement in writing showing: (1) all deductions; (2) the  
7 inclusive dates of the period for which the employee is paid; (3) the  
8 name of the employee or the employee's social security number; and  
9 (4) the name of the employer, provided all deductions made on written  
10 orders of the employee may be aggregated and shown as one item.  
11 Subsection (e) provides: "Any employee suffering injury as a result  
12 of a knowing and intentional failure by an employer to comply with  
13 subdivision (a) shall be entitled to recover the greater of all actual  
14 damages or fifty dollars (\$50) for the initial pay period in which a  
violation occurs and one hundred dollars (\$100) per employee for  
each violation in a subsequent pay period, not exceeding an aggregate  
penalty of four thousand dollars (\$4,000), and shall be entitled to an  
award of costs and reasonable attorney's fees."

15 44. During the Class Period, Defendants knowingly and intentionally  
16 failed to provide the Class Members, including Plaintiff, with timely and accurate  
17 wage statements showing a line item of total hours worked, and fails to report the  
18 correct rate of pay by suggesting that the biweekly amount is a salary figure.  
19 Further, the paystubs are in all inaccurate as they do not reflect all hours worked  
20 since the records do no demonstrate the hours spent in security bag check.

21 45. Defendants thus required the Class Members, including Plaintiff, to  
22 work under conditions prohibited by order of the Industrial Welfare Commission,  
23 in violation of those orders.

24 46. The Class Members, including Plaintiff, suffered injury as a result of  
25 Defendants' knowing and intentional failure to provide the Class Members,  
26 including Plaintiff, with the wage and hour statements required by law.  
27  
28

1           47. Based on Defendants' conduct as alleged herein, Defendants are liable  
2 for actual damages, statutory damages and/or statutory penalties pursuant to Labor  
3 Code §226, attorney's fees and costs.

4                               **FOURTH CAUSE OF ACTION**

5           **FAILURE TO ALLOW REST BREAKS PURSUANT TO LABOR CODE**

6                               **§226.7**

7                               **(Against All Defendants)**

8           48. Plaintiff re-alleges and incorporates by reference as if fully set forth  
9 herein, the aforementioned allegations.

10          49. The Plaintiff alleges that Defendants have violated Labor Code  
11 §§226.7 & the Wage Order. Section 226.7 of the Labor Code requires an  
12 employer to pay an additional hour (1) of compensation for each rest period the  
13 employer fails to provide. Hourly non-exempt employees are entitled to a paid ten  
14 (10) minute rest break for every four (4) hours worked or major fraction thereof.  
15 The Defendant's policy discourages, dissuades, and prevents all hourly non-  
16 exempt employees from taking a duty-free rest period break for any work period  
17 that is greater than two (2) hours up to four (4) hours. Plaintiff and the class  
18 consistently worked over four (4) hours per shift with no duty-free, off-premises  
19 rest breaks, due to Defendant's policy of discouraging, dissuading and/or  
20 preventing hourly employees from taking said breaks off-premises and was not  
21 permitted to leave the facility unless clocked out.

22          50. Further, even if rest premiums were paid, they were not paid at the  
23 correct regular rate.

24          51. Pursuant to Labor Code §226.7, Plaintiff and the class are entitled to  
25 damages in an amount equal to one (1) hour of wages at the hourly non-exempt  
26 regular rate of pay per rest break violation, in a sum to be proven at trial.

27       /////

28       /////

**FIFTH CAUSE OF ACTION**  
**FAILURE TO PAY WAGES OF TERMINATED OR RESIGNED**  
**EMPLOYEES**  
**WAITING TIME PENALTIES (Labor Code §§201-203)**

52. Labor Code §201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination.

53. Plaintiff is informed and believes and thereon alleges that Defendant failed to pay Plaintiff all wages due and owing immediately upon termination, thereby violating Labor Code §201.

54. Labor Code §202 states, in pertinent part, that an employer is required to provide an employee who quits his or her employment all wages due and owing not later than 72 hours thereafter.

55. Plaintiff is informed and believes and thereon alleges that Defendant failed to pay Plaintiff all wages due and owing upon voluntary resignation, thereby violating Labor Code §202.

56. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

57. Defendant willfully withheld paying Plaintiff's wages, including but not limited to her overtime premiums at the regular rate, time spent working off the clock, due to security bag checks thereby violating Labor Code §203. As such, Defendant is required to pay Plaintiff a 30-day wage penalty in addition to all unpaid wages as described herein. "If an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty ... for [up to] 30 days." (Cal. Lab. Code § 203.) To be liable, however, "the employer's refusal to pay need not be based on a deliberate

1 evil purpose to defraud workmen of wages which the employer knows to be due.”  
 2 (Barnhill v. Robert Saunders & Co. (1981) 125 Cal.App.3d 1, 7; see also Davis v.  
 3 Morris (1940) 37 Cal.App.2d 269, 274 (“willful” does “not necessarily imply  
 4 anything blameable, or any malice or wrong toward the other party”). Rather,  
 5 “willful” merely means that the employer “intentionally failed or refused to  
 6 perform an act which was required to be done.” (Amaral v. Cintas Corp. No. 2  
 7 (2008) 163 Cal.App.4th 1157, 1201); see also 8 C.C.R. § 13520 (“A willful failure  
 8 to pay wages within the meaning of Labor Code Section 203 occurs when an  
 9 employer intentionally fails to pay wages to an employee when those wages are  
 10 due.”).)

11  
 12 58. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiff is an  
 13 aggrieved employee, entitled to recover civil penalties pursuant to the Labor Code,  
 14 including but not limited to Labor Code §§256 and 2699(f).

15 **SIXTH CAUSE OF ACTION (OFF THE CLOCK)**  
 16 **FAILURE TO PAY ALL WAGES**  
 17 **(On Behalf of All Class Members)**  
 18 **(Against All Defendants)**

19 59. Plaintiff incorporates by reference and realleges each and every one of  
 20 the allegations contained in the preceding and foregoing paragraphs of this  
 21 Complaint as if fully set forth herein.

22 60. Labor Code §510(a) states in pertinent part: “Any work in excess of  
 23 eight hours in one workday and any work in excess of 40 hours in any one  
 24 workweek ... shall be compensated at the rate of no less than one and one-half  
 25 times the regular rate of pay for any employee.”

26 61. Labor Code §1182.12, states: “Notwithstanding any other provision of  
 27 this part, on and after January 1, 2016, the minimum wage for all industries shall  
 28 be not less than ten dollars (\$10) per hour; From January 1, 2017, to December 31,

1 2017, inclusive, ten dollars and fifty cents (\$10.50) per hour; From January 1,  
 2 2018, to December 31, 2018, inclusive, eleven dollars (\$11) per hour; From  
 3 January 1, 2019, to December 31, 2019, inclusive, twelve dollars (\$12) per hour;  
 4 From January 1, 2020, to December 31, 2020, inclusive, thirteen dollars (\$13) per  
 5 hour.

6 62. Labor Code §§1194(a) states: “Notwithstanding any agreement to  
 7 work for a lesser wage, any employee receiving less than the legal minimum wage  
 8 or the legal overtime compensation applicable to the employee is entitled to  
 9 recover in a civil action the unpaid balance of the full amount of this minimum  
 10 wage or overtime compensation, including interest thereon, reasonable attorney’s  
 11 fees, and costs of suit.”

12 63. Further, pursuant to Labor Code §1197, payment of less than the  
 13 minimum wage fixed by the Labor Commission is unlawful.  
 14

15 64. Pursuant to Labor Code §1198, it is unlawful to employ persons for  
 16 longer than the hours set by the Industrial Welfare Commission or under  
 17 conditions prohibited by the IWC Wage Order(s).

18 65. Pursuant to the IWC Wage Order(s), Defendant is required to pay  
 19 Plaintiff and the members of the Class for all hours worked, meaning the time  
 20 during which an employee is subject to the control of an employer, including all  
 21 the time the employee is suffered or permitted to work, whether or not required to  
 22 do so.

23 66. Defendant, as a matter of established company policy and procedure,  
 24 at each and every one of the individual facilities owned and/or operated by  
 25 Defendant in California, consistently:

- 26 a. Administered a uniform company policy and practice as to the  
 27 pay policies regarding the class members; and  
 28

b. Scheduled to work and/or required the class members to work without paying for all time they were under Defendants' control, as herein before alleged.

67. Because Defendant required the class members to remain under Defendant's control without paying therefore, this resulted in the class members earning less than the legal minimum wage in the State of California.

68. Defendant's pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code §218, to recovery by Plaintiff and the class members in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate. Plaintiff alleges that she and the class were subjected to off the clock security bag checks when clocked out and before leaving the premises for a meal period or at the end of the shift. This occurred each time Plaintiff and the class worked and left for a meal and/or the end of the shift. Plaintiff alleges that this total time per shift was approximately 5-10 minutes per shift.

69. Further, Defendant's pattern and practice in uniform administration of corporate policy regarding Defendant's failure to pay the legal minimum wage to the class members as described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to recovery by the class members in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

70. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor Code §1194, an employee shall be entitled to recover liquidated damages), the class members seek recovery of liquidated damages on the straight-

1 time portion of uncompensated hours of work (not including the overtime portion  
2 thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

3 71. That calculation of individual damages for the class members may at  
4 some point be required does not foreclose the possibility of taking common  
5 evidence on questions regarding their entitlement to overtime compensation (see,  
6 e.g., Collins v. Rocha (1972) 7 Cal.3d 232; Hypolite v. Carleson (1975) 52  
7 Cal.App.3d 566; Employment Development Dept. v. Superior Court (1981) 30  
8 Cal.3d 256).

9 72. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287,  
10 the class members seek recovery of pre-judgment interest on all amounts recovered  
11 herein.

12 73. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the class  
13 members request that the Court award reasonable attorneys' fees and costs incurred  
14 by them in this action.  
15

## 16 **SEVENTH CAUSE OF ACTION**

### 17 **FAILURE TO INDEMNIFY EMPLOYEE WORK EXPENSES AND**

#### 18 **LOSSES**

#### 19 **(Violation of Labor Code § 2802)**

20 74. Plaintiff re-alleges and incorporates by reference herein, the  
21 allegations of all preceding paragraphs as though fully set forth herein.

22 75. Labor Code § 2802(a) requires "[a]n employer [to] indemnify his or  
23 her employee for all necessary expenditures or losses incurred by the employee in  
24 direct consequence of the discharge of his or her duties, or of his or her obedience  
25 to the directions of the employer, even though unlawful, unless the employee, at  
26 the time of obeying the directions, believed them to be unlawful."

27 76. Defendant and each of them maintained and enforced a policy  
28

1 requiring non-exempt hourly employees to provide their own equipment for use on  
 2 the job, including but not limited to pens, clipboards, correction tape and the like  
 3 that were required for the performance of their job.

4 77. Despite requiring Plaintiff and the Indemnity Class members to use  
 5 obtain their own equipment, Defendants failed to reimburse Plaintiff and the Class  
 6 members for the costs of such equipment.

7 78. Accordingly, Plaintiff and the class members are entitled to full  
 8 compensation for out of pocket costs for obtaining the necessary equipment at the  
 9 direction of Defendant, in an amount to be proven at trial, plus attorney fees, costs  
 10 of suit, and interest, pursuant to Labor Code § 2802.

## 11 **EIGHT CAUSE OF ACTION**

### 12 **CIVIL PENALTIES UNDER LABOR CODE §§ 2698-2699**

13 79. Plaintiff Murdock re-alleges and incorporates each and every one of  
 14 the allegations of all preceding paragraphs contained in paragraphs, inclusive of  
 15 this Complaint, as if fully set forth herein.

16 80. Labor Code §§2698 - 2699, the Labor Code Private Attorney General  
 17 Act of 2004, provides for a civil penalty to be assessed and collected by the Labor  
 18 and Workforce Development Agency (LWDA), or any of its departments,  
 19 divisions, commissions, boards, agencies or employees for a violation of the Labor  
 20 Code, may be recovered through a civil action by an aggrieved employee on behalf  
 21 of himself or herself, and collectively on behalf of all other current or former  
 22 employees.

23 81. Whenever the LWDA, or any of its departments, divisions,  
 24 commissions, boards agencies or employees, has discretion to assess a civil  
 25 penalty, a court in a civil action is authorized to exercise the same discretion,  
 26 subject to the same limitations and conditions to assess a civil penalty.  
 27  
 28

82. Plaintiff, and all hourly warehouse employees of Defendants are "aggrieved employees" as defined by Labor Code §2699, in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

83. Prior to filing this First Amended Complaint (FAC), Plaintiff Murdock gave written notice to the LWDA on or about December 2, 2020, via mandatory online filing through the State of California LWDA/ Department of Industrial Relations website with a copy to the employer via certified mail, of the specific provisions of this code alleged to have been violated, including listing some facts and some theories to support the alleged violations as required by Labor Code §2699.3; A true and correct copy of which is attached hereto as **Exhibit 1**. Plaintiff Murdock alleges that she has exhausted all administrative remedies and filed the herein complaint 65 days after mailing said notice. At the date of filing this FAC, the LWDA has not responded with any intention to investigate. As such, Plaintiff Murdock has exhausted her administrative requirements pursuant to LC §2699.3(a)(1) and (2) (A-C).

84. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

85. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved employees are entitled to recover civil penalties for each of the Defendant's violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, and 1197 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee plus twenty-five percent

1 (25%) of the amount unlawfully withheld from each aggrieved employee for each  
 2 subsequent, willful or intentional violation (penalty amounts established by  
 3 California Labor Code § 210).

4 B. For violations of California Labor Code § 226(a), two hundred  
 5 fifty dollars (\$250.00) per employee for initial violation and one thousand dollars  
 6 (\$1,000.00) per employee for each subsequent violation (penalty amounts  
 7 established by California Labor Code § 226.3).

8 C. For violations of California Labor Code § 512, fifty dollars  
 9 (\$50.00) for each aggrieved employee for each initial violation for pay period for  
 10 which the employee was underpaid in addition to an amount sufficient to recover  
 11 unpaid wages and one hundred dollars (\$100.00) for each underpaid employee for  
 12 each pay period for which the employee was underpaid (penalty amounts  
 13 established by California Labor Code § 558).

14 D. For violations of California Labor Code § 1197, one hundred  
 15 dollars (\$100.00) for each aggrieved employee for each initial and intentional  
 16 violation per pay period (regardless of whether the initial violations were  
 17 intentionally committed) and two hundred fifty dollars (\$250.00) for each aggrieved  
 18 employee for each subsequent violation per pay period (regardless of whether the  
 19 initial violations were intentionally committed), in addition to an amount sufficient  
 20 to recover unpaid wages, liquidated damages pursuant to California Labor Code §  
 21 1194.2, and applicable penalties imposed pursuant to California Labor Code § 203.

22 E. For violations of California Labor Code §§ 201, 202, 203, and  
 23 226.7, one hundred dollars (\$100.00) for each aggrieved employee per pay period  
 24 for each initial violation and two hundred dollars (\$200.00) for each aggrieved  
 25 employee per pay period for each subsequent violation (penalty amounts  
 26 established by California Labor Code § 2699(f)(2)).

27 F. Penalties under Code of Regulations, Title 8 §11070 or other  
 28 applicable Code of Regulations in the amount of \$50 for each aggrieved employee

1 per pay period for the initial violation, and \$100 for each aggrieved employee per  
2 pay period for each subsequent violation;

3 G. Penalties under Labor Code §210, in addition to and entirely  
4 independent and apart from other penalty provided in the Labor Code, in the  
5 amount of \$100 for each aggrieved employee per pay period for each violation,  
6 and \$200 for each aggrieved employee per pay period for each subsequent  
7 violation, plus 25% of the wage wrongly withheld;

8 H. Penalties under Labor Code §256, in addition to and entirely  
9 independent and apart from other penalty provided in the Labor Code, including  
10 Labor Code §2699, et seq., for any aggrieved employee who was discharged or  
11 quit, and was not paid all earned wages at termination in accordance with Labor  
12 Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one  
13 day of pay, at the same rate, for each day that he or she was paid late, until  
14 payment was/is made, up to a maximum of thirty (30) days;

15 I. Penalties under Labor Code §558, in addition to and entirely  
16 independent and apart from other penalty provided in the Labor Code, in the  
17 amount of \$50 for each underpaid aggrieved employee for each pay period the  
18 aggrieved employee was underpaid in addition to an amount sufficient to recover  
19 underpaid wages, and \$100 for each subsequent violation for each underpaid  
20 employee for each pay period for which the employee was underpaid pursuant to  
21 Labor Code §558 provided to the affected employees;

22 J. Penalties under Labor Code §226.3, in addition to and entirely  
23 independent and apart from other penalty provided in the Labor Code, in the  
24 amount of \$250 for each aggrieved employee per pay period for each violation,  
25 and \$1,000 for each aggrieved employee per pay period for each subsequent  
26 violation;

27 K. Any and all additional penalties and sums as provided by the Cal.  
28 Labor Code and/or other statutes.

1 L. In addition thereto, Plaintiff seeks and is entitled to 50% of all  
 2 penalties obtained under Labor Code §2699 to be allocated to the General Fund,  
 3 and 25% of all penalties obtained to be allocated to the LWDA, for education of  
 4 employers and employees about their rights and responsibilities under the Labor  
 5 Code, and 25% to all aggrieved employees.

6 86. Pursuant to California Labor Code §2699(g), Plaintiff and the  
 7 aggrieved employees are entitled to an award of civil penalties, reasonable  
 8 attorney's fees and costs in connection with their claims for civil penalties.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs pray:

11 1. That the Court determines this action may be maintained as a class  
 12 action;

13 **As to the First Cause of Action:**

14 2. For an order, preliminarily and permanently enjoining Defendant from  
 15 engaging in the practices challenged herein;

16 3. An order for full restitution of all monies, as necessary and according  
 17 to proof, to restore any and all monies withheld by the Defendant by means of the  
 18 unfair practice complained of herein. Plaintiff seeks, on behalf of the putative  
 19 class, the appointment of a receiver, as necessary. The restitution includes all  
 20 monies retained as wages, as defined in Labor Codes §§ 201, 202, 510 1194,  
 21 1194.2, and interest, and attorneys' fees as a result of the unfair business practices;

22 4. For an order for full restitution of all wages withheld due to  
 23 Defendant's unfair and fraudulent business practices;

24 5. For an order finding and declaring that Defendant's acts and practices  
 25 as challenged herein are unlawful, and unfair and/or fraudulent;

26 6. For an accounting, under administration of Plaintiff and subject to  
 27 Court Review, to determine the amount to be returned by Defendant and the  
 28 amounts to be refunded to members who are or were not paid all their wages due to

1 Defendant's unfair business practices;

2 7. For the creation of an administrative process wherein each injured  
3 current and former employee receives his or her back wages in the form of  
4 overtime pay or alternatively that each current or former eligible employee may  
5 submit a claim in order to receive his/her money;

6 8. For an order requiring Defendant to make full restitution and payment  
7 pursuant to B&PC §§17200, et seq.;

8 9. For all other appropriate equitable relief;

9 10. For pre-judgment interest to the extent permitted by law and the  
10 California Constitution;

11 11. For an order requiring Defendant to identify, by name, address and  
12 telephone number of each person who worked as an hourly exempt employee for  
13 Defendant from December 10, 2016 through the time of judgment;

14 **As to the Second Cause of Action:**

15 12. For damages according to proof, as set forth in Labor Code §§ 510,  
16 1194, and 1194.2, et. seq., (and the applicable California Industrial Welfare  
17 Commission wage orders) regarding wages due and owing.

18 13. For pre-judgment interest as allowed by Labor Code § 1194 and  
19 California Civil Code § 3287(b), for waiting time penalties as authorized by Labor  
20 Code § 203, and for reasonable attorneys' fees;

21 14. For recovery of the unpaid balance of the full amount of unpaid  
22 overtime and double time compensation at the correct rate, per Labor Code §1194,  
23 due and owing, according to proof;

24 15. For pre-judgment interest as allowed by Labor Code §218.6, Labor  
25 Code §1194(a) and CC §3287;

26 16. For an award of reasonable attorneys' fees and costs pursuant to  
27 Labor Code §218.5 and/or Labor Code §1194(a);

28 /////

**As to the Third Cause of Action:**

17. For recovery as authorized by Labor Code §226(e);

18. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(g);

**As to the Fourth Cause of Action:**

19. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest break was not remitted or authorized, or was impeded, discouraged and/or dissuaded.

**As to the Fifth Cause of Action:**

20. For waiting time penalties for all former employees not timely paid their last pay check, including vacation pay;

21. For reasonable attorneys' fees and costs;

**As to the Sixth Cause of Action:**

22. For recovery of the unpaid balance of the full amount of the straight time compensation due and owing, according to proof;

23. For liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof), as authorized by Labor Code §1194.2(a);

24. For recovery of the unpaid balance of the full amount of overtime compensation due and owing, calculated at the appropriate rate and according to proof;

25. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) and CC §3287;

26. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §§218.5 and/or 1194(a);

////

**As to the Seventh Cause of Action:**

27. For reimbursement of all costs and losses necessarily incurred by Defendant's requirement that employees use their own personal equipment during their shift;

28. For prejudgment interest as allowed by Labor Code § 2802(b);

29. For an award of reasonable attorneys' fees and costs;

**As to the Eighth Cause of Action:**

30. On behalf of all current and former employees, for all civil penalties authorized by Labor Code Private Attorney General Act of 2004 as specified in California Labor Code §558 plus Labor Code §1197.1 for former or current employees who are due wage payments;

31. For civil penalties per Labor Code §226.3 in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

32. For civil penalties per Labor Code §256 in the amount of one day of pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a maximum of thirty (30) days;

33. For civil penalties, pursuant to Labor Code § 558 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 ;

34. For civil penalties under Labor Code §210, in addition to and entirely independent and apart from other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation,

1 and \$200 for each aggrieved employee per pay period for each subsequent  
2 violation, plus 25% of the wage wrongly withheld;

3 35. For civil penalties under Labor Code §2699(f), in addition to and  
4 entirely independent and apart from other penalty provided in the Labor Code and  
5 for Labor Code violations without a specific civil penalty, in the amount of \$100  
6 for each aggrieved employee per pay period for each violation, and \$200 for each  
7 aggrieved employee per pay period for each subsequent violation;

8 **As to All Causes of Action:**

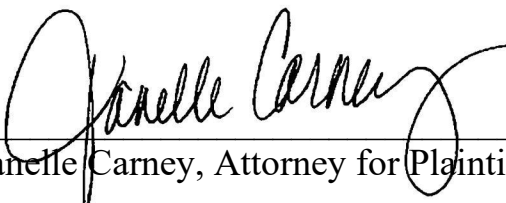
9 36. For reasonable costs incurred;

10 37. For such other and further relief as this Court may deem just and  
11 proper.

12 Dated: February 15, 2022

13 **JANELLE CARNEY-ATTORNEY AT LAW,**  
14 **APC**  
15 **MAHONEY LAW GROUP, APC**

16  
17 By:

18   
19 Janelle Carney, Attorney for Plaintiff  
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