

FILED
Superior Court Of California,
Sacramento
07/27/2021
mwhitaker
By _____, Deputy
Case Number:
34-2021-00305001

Carolyn H. Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
Andrew D. Weaver (SBN 318935)
Philippe M. Gaudard (SBN 331744)
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
oedlestein@schneiderwallace.com
aweaver@schneiderwallace.com
pgaudard@schneiderwallace.com

*Attorneys for Plaintiff, on behalf of the State
of California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

MICHAEL WOODS, on behalf of the State of
California and Aggrieved Employees;

Plaintiff,

v.

THE PROCTER & GAMBLE COMPANY; THE
PROCTER & GAMBLE MANUFACTURING
COMPANY; THE PROCTER & GAMBLE
PAPER PRODUCTS COMPANY; THE
PROCTER & GAMBLE U.S. BUSINESS
SERVICES COMPANY; and PRIMESKILL
STAFFING SERVICES;

Defendants.

Case No.: _____

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff Michael Woods (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant The Procter & Gamble
5 Company (“Procter & Gamble”), The Procter & Gamble Manufacturing Company (“Procter &
6 Gamble Manufacturing”), The Procter & Gamble Paper Products Company (“Procter and Gamble
7 Paper Products”), The Procter & Gamble U.S. Business Services Company (“Procter & Gamble U.S.
8 Business Services”) (collectively “P&G”) and Defendant PrimeSkill Staffing Services (“PrimeSkill”)
9 (collectively “Defendants”) on behalf of the State of California to collect statutory penalties as a result
10 of Defendants’ systematic violations of California labor law with respect to Defendants’ non-exempt,
11 hourly workers employed in California (the “Aggrieved Employees”).

12 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
13 employed by P&G, including those recruited and hired by PrimeSkill and assigned to work for P&G.
14 Plaintiff and Aggrieved Employees are employed by P&G and/or jointly employed by P&G and
15 PrimeSkill as warehouse workers, including, but not limited to, case pickers, forklift operators,
16 machine operators, material handlers, warehouse clerks, associates, and packers, and other positions
17 with similar job duties at P&G’s warehouses facilities including, without limitations, manufacturing
18 plants and mixing centers throughout California.¹

19 3. Upon information and belief, Defendant Procter & Gamble is the world’s largest maker
20 of consumer-packaged goods. Procter & Gamble sells hair, skin, personal, oral, family, feminine,
21 fabric care, grooming and baby care products in 180-plus countries. Procter & Gamble owns nearly
22 35 brands including Bounce, Crest, Gillette, Pampers, Pepto Bismol, Puffs, Old Spice, Swiffer, and
23 Tide. Procter & Gamble is headquartered in Cincinnati, Ohio. On a national scale, Procter & Gamble
24 has over 99,000 employees and generates approximately \$66.832 billion in sales. The Procter &
25 Gamble Company conducts extensive operations in California through its subsidiaries Procter &
26 Gamble Manufacturing, Procter & Gamble Paper Products and Procter & Gamble U.S. Business

27
28 ¹ Although Plaintiff is a former employee, Aggrieved Employees include current and former
employees. For ease of discussion, the allegations herein are made in the present tense.

1 Services.

2 4. Upon information and belief, Defendant Procter & Gamble Manufacturing is part of the
3 soap, cleaning compound, and toilet preparation manufacturing industry. Procter & Gamble
4 Manufacturing is headquartered in Cincinnati, Ohio and is registered to do business in California.
5 Procter & Gamble Manufacturing has over 4,000 employees across all of its locations and generates
6 \$1.27 billion in sales. Procter & Gamble Manufacturing conducts extensive activities in California.

7 5. Upon information and belief, Defendant Procter & Gamble Paper Products is part of the
8 converted paper products manufacturing industry. Procter & Gamble Paper Products is headquartered
9 in Cincinnati, Ohio and is registered to do business in California. Procter & Gamble Paper Products
10 has over 8,000 employees across all of its locations and generates \$1.96 billion in sales. Procter &
11 Gamble Manufacturing conducts extensive activities in California.

12 6. Upon information and belief, Defendant Procter & Gamble U.S. Business Services is
13 part of the other professional, scientific, and technical services industry. Procter & Gamble U.S.
14 Business Services is headquartered in Cincinnati, Ohio and is registered to do business in California.
15 Procter & Gamble U.S. Services also conducts activities in California.

16 7. Upon information and belief, Defendant PrimeSkill is part of the Staffing Services
17 Industry. PrimeSkill contracts with several corporations throughout California to provide staffing
18 services by hiring employees and assigning them to work for one of the several corporations with
19 which it contracts. PrimeSkill is headquartered in Oxnard, California. PrimeSkill Staffing Services
20 conducts extensive operations in California.

21 8. Plaintiff and Aggrieved Employees bring this action to challenge Defendants' policies
22 and practices of: (1) failing to compensate Plaintiff and Aggrieved Employees for all hours worked;
23 (2) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (3) failing to pay
24 Plaintiff and Aggrieved Employees all overtime wages owed; (4) failing to make available, authorize
25 and/or permit Plaintiff and Aggrieved Employees to take timely and compliant second meal periods
26 to which they are entitled by law and failing to make premium payments for those non-compliant
27 meal periods; (5) failing to reimburse Plaintiff and Aggrieved Employees for all necessary
28 expenditures incurred in direct consequence of the discharge of their duties; (6) failing to provide

1 Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (7) failing to timely pay
2 Plaintiff and Aggrieved Employees full wages earned during employment and upon separation from
3 employment.

4 9. Plaintiff and Aggrieved Employees routinely perform off-the-clock work before and
5 after paid shifts. Defendants maintain a longstanding policy and/or practice of failing to properly
6 compensate Plaintiff and Aggrieved Employees for work related tasks performed while “off-the-
7 clock,” including, but not limited to, waiting in line, and going through security checks, temperature
8 checks, and answering COVID-19 questionnaires before the start of their shift, *i.e.*, before clocking
9 in. In addition, Defendants require Plaintiff and Aggrieved employees to don and doff their personal
10 protective equipment (“PPE”) while off-the-clock.

11 10. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been
12 denied proper payment for all hours worked for the time spent off-the-clock, including minimum
13 wage and/or overtime. Defendants fail to pay for any of this time worked off-the-clock in violation of
14 the California Labor Code.

15 11. Defendants also routinely fail to provide Plaintiff and Aggrieved Employees with
16 timely, legally compliant second meal breaks, yet Defendants do not provide Plaintiff and Aggrieved
17 Employees with premium pay for missed second meal breaks. Plaintiff and Aggrieved Employees
18 routinely work ten hours or more per shift, yet they are required to constantly work through their
19 second meal breaks.

20 12. Further, Defendants do not supply Plaintiff and Aggrieved Employees with the PPE
21 Defendants require Plaintiff and Aggrieved Employees to wear in order to work. Defendants require
22 Plaintiff and Aggrieved Employees to purchase their PPE themselves and do not reimburse Plaintiff
23 and Aggrieved Employees for those expenses.

24 13. As a result of the above violations, Defendants failed to maintain true and accurate
25 records of the hours Plaintiff and Aggrieved Employees actually work, and also failed to pay all wages
26 due during employment and upon separation within the required time period.

27 14. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
28 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code

1 Private Attorneys General Act (“PAGA”).

2 **PARTIES**

3 15. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
4 employed by P&G, including those recruited and hired by PrimeSkill and assigned to work for P&G.
5 Plaintiff and Aggrieved Employees are employed by P&G and/or jointly employed by P&G and
6 PrimeSkill as warehouse workers, including, but not limited to case pickers, forklift operators,
7 machine operators, material handlers, warehouse clerks, associates, and packers, and other hourly
8 non-exempt positions at P&G’s warehouse facilities including, without limitations, manufacturing
9 plants and mixing centers throughout California.

10 16. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
11 Complaint was a resident of the State of California.

12 17. Plaintiff was employed as a non-exempt case picker by Defendants from approximately
13 January 2021 through February 2021 and was compensated at an hourly rate of \$17.00. Plaintiff was
14 recruited and hired by PrimeSkill and was assigned to work for P&G at P&G’s warehouse located in
15 Moreno Valley, California.

16 18. Defendant Procter & Gamble is an Ohio corporation with its principal place of business
17 located in Cincinnati, Ohio. Procter & Gamble does business in the State of California, and employs
18 workers, including Plaintiff and Aggrieved Employees, in the State of California through its
19 subsidiaries Procter & Gamble Manufacturing, Procter & Gamble Paper Products, and Procter &
20 Gamble U.S. Business Services .

21 19. Defendant Procter & Gamble Manufacturing is an Ohio corporation with its principal
22 place of business located in Cincinnati, Ohio. Procter & Gamble Manufacturing is registered to do
23 business in California, does business in California, and employs workers, including Plaintiff and
24 Aggrieved Employees, in the State of California.

25 20. Defendant Procter & Gamble Paper Products is an Ohio corporation with its principal
26 place of business located in Cincinnati, Ohio. Procter & Gamble Paper Products is registered to do
27 business in California, does business in California, and employs workers, including Plaintiff and
28 Aggrieved Employees, in the State of California.

1 21. Defendant Procter & Gamble U.S. Business Services is an Ohio corporation with its
2 principal place of business located in Cincinnati, Ohio. Procter & Gamble U.S. Business Services is
3 registered to do business in California, does business in California, and employs workers, including
4 Plaintiff and Aggrieved Employees, in the State of California.

5 22. Defendant PrimeSkill Staffing Services is a domestic corporation with its principal place
6 of business located in Oxnard, California. PrimeSkill is incorporated in the State of California, does
7 business in the State of California, and employs workers, including Plaintiff and Aggrieved
8 Employees, in the State of California.

9 23. Plaintiff is informed, believes, and thereon alleges that PrimeSkill contracts with several
10 corporations throughout California, including P&G, to provide staffing services by hiring employees
11 and assigning them to work for one of the several corporations with which it contracts. For instance,
12 as mentioned above, PrimeSkill recruited and hired Plaintiff to work for P&G as a case picker at
13 P&G's warehouse located in Moreno Valley, California.

14 24. Plaintiff is informed, believes, and thereon alleges that P&G operate warehouse
15 facilities including, without limitations, manufacturing plants and mixing centers throughout
16 California, including in Sacramento County. Plaintiff is informed, believes, and thereon alleges that
17 Defendants jointly employ Aggrieved Employees, throughout California, including in Sacramento
18 County.

19 25. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercise
20 control over Plaintiff and Class members with respect to their employment.

21 26. At all relevant times, Defendants have done business under the laws of California, have
22 had places of business in California, including in this judicial district, and have employed Aggrieved
23 Employees in this judicial district. Defendants are "persons" as defined in Labor Code § 18 and
24 Business and Professions Code § 17201. Defendants are also "employers" as that term is used in the
25 Labor Code and IWC Wage Orders.

26 27. Defendants employ Plaintiff and Aggrieved Employees, because Defendants, directly
27 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
28 Plaintiff and Class members.

1 including P&G, to provide staffing services by hiring employees and assigning them to work for one
2 of the several corporations with which it contracts. PrimeSkill employs and assigns hundreds of
3 workers at P&G's warehouse facilities located in the State of California.

4 35. Plaintiff formerly worked as a warehouse worker, specifically a case picker, for
5 Defendants at P&G's warehouse located in Moreno Valley, California. Plaintiff was recruited and
6 hired by PrimeSkill and assigned to work for P&G. Plaintiff was employed by Defendants from
7 approximately January 2021 until February 2021.

8 36. Plaintiff is informed, believes, and thereon alleges that Aggrieved Employees were and
9 are employed by P&G and/or jointly employed by P&G and PrimeSkill in a similar manner
10 throughout California, including in this County, and perform work materially similar to Plaintiff.
11 Defendants pay and/or paid Aggrieved Employees, including Plaintiff, on an hourly rate basis.

12 37. Plaintiff is informed, believes, and thereon alleges that the policies and practices of
13 Defendants have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless
14 of facility or location in California.

15 38. Aggrieved Employees are required to follow and abide by common work, time, and pay
16 policies and procedures in the performance of their jobs and duties.

17 39. At the end of each pay period, Aggrieved Employees receive wages from Defendants
18 that are determined by common systems and methods that Defendants select and control.

19 40. As a matter of policy and/or practice, Defendants routinely fail to compensate Plaintiff
20 and Aggrieved Employees for all hours worked. Plaintiff and Aggrieved Employees are not permitted
21 to log the actual number of hours they work each week and therefore are not compensated for all time
22 worked and spent under the control and supervision of Defendants, *i.e.*, time spent for the benefit of
23 Defendants.

24 41. For instance, P&G require Plaintiff and Aggrieved Employees to wait in line and go
25 through security checks and temperature checks before clocking in for their shifts. P&G routinely
26 make Plaintiff and Aggrieved Employees wait for these security and temperature screenings before
27 the beginning of their shifts while they are off-the-clock—before they are permitted to clock in.
28 Defendants fail to pay Plaintiff and Aggrieved Employees for this off-the-clock work.

1 42. Similarly, P&G routinely direct Plaintiff and Aggrieved Employees to answer a
2 COVID-19 questionnaire while facing a camera also before the beginning of their shift while they are
3 still off-the-clock. Plaintiff and Aggrieved Employees are required to wait on average seventeen
4 minutes, and sometimes even longer, before their shifts actually start. This time goes unrecorded and
5 uncompensated, even though it should be compensated at no less than minimum wage and/or overtime
6 rates.

7 43. Additionally, P&G require Plaintiff and Aggrieved employees to don and doff their PPE
8 while off-the-clock. It takes Plaintiff and Aggrieved Employees several minutes to put on their PPE
9 before the beginning of each shift and several minutes to take it off after the end of each shift, *i.e.*,
10 before clocking in and after clocking out.

11 44. Plaintiff and Aggrieved Employees work long hours, routinely in excess of eight hours
12 per day and over forty hours per week. In fact, Plaintiff and Aggrieved Employees typically worked
13 approximately ten to twelve hours per shift, four shifts per week, for a total of approximately forty to
14 forty-eight hours per week; thus, the majority of the off-the-clock time worked should be compensated
15 at overtime rates.

16 45. As a result of these practices, Defendants deny Plaintiff and Aggrieved Employees
17 compensation for all hours worked, including minimum wage and overtime compensation, resulting
18 from Plaintiff and Aggrieved Employees additional pre-shift and post-shift off-the-clock work.

19 46. Plaintiff is informed, believes, and thereon alleges that P&G's same security checks,
20 temperature checks, COVID-19 questionnaires, and donning and doffing protocols are used across all
21 P&G's warehouse facilities throughout California.

22 47. P&G also fails to provide Plaintiff and Aggrieved Employees with second meal breaks
23 for each shift lasting ten hours or more. P&G's policies and practices require Plaintiff and Aggrieved
24 Employees to systematically skip their second meal breaks.

25 48. Plaintiff and Aggrieved Employees are not provided with second meal breaks during
26 which they are relieved of work-related duties because (i) P&G do not authorize, permit, and/or make
27 available timely second meal breaks for Plaintiff and Aggrieved Employees; and (ii) Plaintiff and
28 Aggrieved Employees are systematically too busy with work during the day to have time to take bona

1 fide second meal breaks

2 49. Despite these recurring violations, Defendants do not provide Plaintiff and Aggrieved
3 Employees premium pay for missed second meal periods.

4 50. Plaintiff is informed, believes, and thereon alleges that Defendants' same second meal
5 periods practices are used across all P&G's warehouse facilities throughout California.

6 51. Additionally, Defendants deny Plaintiff and Aggrieved reimbursement for business
7 expenditures. P&G do not supply Plaintiff and Aggrieved Employees with their PPE but requires
8 Plaintiff and Aggrieved Employees to wear such PPE in order to work. This PPE includes steel-toed
9 boots, eye goggles, and face masks. Defendants force Plaintiff and Aggrieved Employees to purchase
10 their PPE themselves and Defendants do not reimburse Plaintiff and Aggrieved Employees for it.

11 52. Plaintiff and Aggrieved Employees purchased their PPE in direct consequence of the
12 discharge of their duties and for the benefit of Defendants. Therefore, such expenses should be fully
13 reimbursed under California law.

14 53. Plaintiff is informed, believes, and thereon alleges that Defendants' same business
15 expenditures practices are used across all P&G's warehouse facilities throughout California.

16 54. Defendants' common course of wage-and-hour abuse includes routinely failing to
17 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. In
18 particular, Defendants have failed to record hours that Plaintiff and Aggrieved Employees worked
19 off-the-clock.

20 55. Defendants' failure to record all hours worked results in Defendants' failure to provide
21 Plaintiff and Aggrieved Employees with itemized accurate wage statements as required by California
22 law. Plaintiff and Aggrieved Employees receive wage statements that do not reflect all hours worked,
23 including overtime premiums.

24 56. Further, Defendants do not provide Plaintiff and Aggrieved Employees with full
25 payment of all wages owed upon separation from employment. At the time their employment ends,
26 Plaintiff and Aggrieved Employees are owed wages for all time worked, including overtime, whether
27 their termination was voluntary or involuntary; yet Defendants have failed to provide Plaintiff and
28 Aggrieved Employees with such payments within the required time period. As a result, and pursuant

1 to the California Labor Code, Defendants are subject to waiting time penalties.

2 57. Plaintiff is informed, believes, and thereon alleges that Defendants are well aware that
3 their policies and practices deprive Plaintiff and Aggrieved Employees of substantial pay for all time
4 worked, including overtime compensation and minimum wages, and that Plaintiff and Aggrieved
5 Employees do not receive legally compliant second meal periods and are not reimbursed for business
6 expenditures. Thus, Defendants' denial of wages, compliant second meal periods, and reimbursement
7 of business expenditures to Plaintiff and Aggrieved Employees is and/or was deliberate and willful.

8 58. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
9 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout
10 Defendants' manufacturing and distribution operations in California.

11 59. Defendants' conduct was willful, carried out in bad faith, and triggers significant civil
12 penalties in an amount to be determined at trial.

13 **FIRST CAUSE OF ACTION**
14 **Penalties Pursuant to Labor Code § 2699(a)**
(On Behalf of the State of California and Aggrieved Employees)

15 60. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 61. Labor Code § 2699(a) provides:

18 Notwithstanding any other provision of law, any provision of this code
19 that provides for a civil penalty to be assessed and collected by the Labor
20 and Workforce Development Agency or any of its departments,
21 divisions, commissions, boards, agencies, or employees, for a violation
22 of this code, may, as an alternative, be recovered through a civil action
23 brought by an aggrieved employee on behalf of himself or herself and
24 other current or former employees.

25 62. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and
26 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he
27 or she quits, at the latest.

28 63. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employees
shall continue as a penalty from the due date thereof at the same rate

1 paid or until an action therefor is commenced; but the wages shall not
2 continue for more than 30 days.

3 64. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in
4 an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

5 65. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
6 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
7 in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.
8 Plaintiff seeks such penalties as an alternative to the penalties available under Labor Code § 203, as
9 prayed for herein.

10 66. Labor Code § 226(a) provides:

11 Every employer shall, semimonthly or at the time of each payment of
12 wages, furnish each of his or her employees, either as a detachable part
13 of the check, draft, or voucher paying the employee's wages, or
14 separately when wages are paid by personal check or cash, an accurate
15 itemized statement in writing showing (1) gross wages earned, (2) total
16 hours worked by the employee, except for any employee whose
17 compensation is solely based on a salary and who is exempt from
18 payment of overtime under subdivision (a) of Section 515 or any
19 applicable order of the Industrial Welfare Commission, (3) the number
20 of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis, (4) all deductions, provided that all
22 deductions made on written orders of the employee may be aggregated
23 and shown as one item, (5) net wages earned, (6) the inclusive dates of
24 the period for which the employee is paid, (7) the name of the employee
25 and his or her social security number, (8) the name and address of the
26 legal entity that is the employer, and (9) all applicable hourly rates in
27 effect during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee.

29 67. Labor Code § 226.3 provides:

30 Any employer who violates subdivision (a) of Section 226 shall be
31 subject to a civil penalty in the amount of two hundred fifty dollars
32 (\$250) per employee per violation in an initial citation and one thousand
33 dollars (\$1,000) per employee for each violation in a subsequent
34 citation, for which the employer fails to provide the employee a wage
35 deduction statement or fails to keep the records required in subdivision
36 (a) of Section 226. The civil penalties provided for in this section are in
37 addition to any other penalty provided by law.

38 68. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by

Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e). Plaintiff seeks such penalties as an alternative to the penalties available under Labor Code § 226(e), as prayed for herein.

69. Plaintiff also seeks civil penalties pursuant to pursuant to Labor Code §§ 225.5, 226.3, and 256

70. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

71. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Labor Code § 2699.

72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

73. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(f)
(On Behalf of the State of California and Aggrieved Employees)

74. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

75. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

76. Labor Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,

1 commission basis or method of calculation.”

2 77. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any
3 employment are due and payable twice during each calendar month....”

4 78. IWC Wage Orders 1-2001(2)(G) defines hours worked as “the time during which an
5 employee is subject to the control of an employer and includes all the time the employee is suffered
6 or permitted to work, whether or not required to do so.”

7 79. Labor Code § 1198 makes it unlawful for employers to employ employees under
8 conditions that violate the Wage Order.

9 80. Labor Code § 510 provides, in relevant part:

10 Eight hours of labor constitutes a day’s work. Any work in excess of
11 eight hours in one workday and any work in excess of 40 hours in any
12 one workweek and the first eight hours worked on the seventh day of
13 work in any one workweek shall be compensated at the rate of no less
14 than one and one-half times the regular rate of pay for an employee. Any
15 work in excess of 12 hours in one day shall be compensated at the rate
16 of no less than twice the regular rate of pay for an employee. In addition,
17 any work in excess of eight hours on any seventh day of a workweek
shall be compensated at the rate of no less than twice the regular rate of
pay of an employee. Nothing in this section requires an employer to
combine more than one rate of overtime compensation in order to
calculate the amount to be paid to an employee for any hour of overtime
work.

18 81. Labor Code § 1197 provides:

19 The minimum wage for employees fixed by the commission or by any
20 applicable state or local law, is the minimum wage to be paid to
21 employees, and the payment of a lower wage than the minimum so fixed
is unlawful. This section does not change the applicability of local
minimum wage laws to any entity.

22 82. Labor Code § 1194 provides, in relevant part:

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

27 83. Labor Code §§ 226.7 and 512 and IWC Wage Orders 1-2001 require Defendants to
28 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.

1 Labor Code §§ 226.7 and 512 and IWC Wage Orders 1-2001 prohibit employers from employing an
2 employee for more than five hours without a meal period of not less than thirty minutes, and from
3 employing an employee more than ten hours per day without providing the employee with a second
4 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
5 thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the
6 meal period is counted as time worked under the applicable wage orders.

7 84. Labor Code § 2802 require Defendants to indemnify employees for all necessary
8 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
9 duties.

10 85. To the extent than any violation alleged herein does not carry penalties under Labor
11 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and
12 Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established
13 by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff
14 and Aggrieved Employees for violations of Labor Code provisions including, but not limited, to,
15 Labor Code 510, 1194, 201-203, 204, 226, 226.7, 512, 2802 and IWC Wage Orders 1-2001, and any
16 other violation alleged herein does not carry penalties under Labor Code § 2699(a).

17 86. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with
18 notice of his intention to file this claim. Sixty-five calendar days have passed without notice from
19 the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in
20 compliance with § 2699.3(a).

21 87. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
22 Employees, and herself as set forth in Labor Code § 2699(g)(1).

23 88. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
24 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
25 award of attorneys’ fees and costs as set forth below.

26 89. Wherefore, Plaintiff requests relief as hereinafter provided.

27 **PRAYER FOR RELIEF**

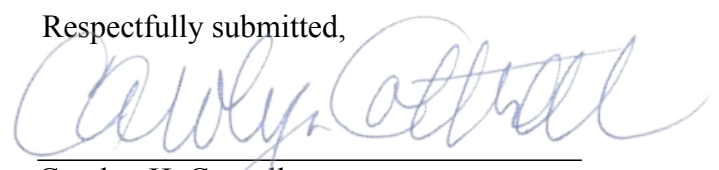
28 WHEREFORE, Plaintiff prays for relief as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. For the Court to declare, adjudge, and decree that Defendants have violated the California Labor Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For interest as provided by applicable law;
4. For an award of reasonable attorneys' fees;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

Date: July 26, 2021

Respectfully submitted,



Carolyn H. Cottrell
Ori Edelstein
Andrew D. Weaver
Philippe M. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to
3 a jury.

4 Respectfully submitted,

5 Date: July 26, 2021

6 

7
8 _____
9 Carolyn H. Cottrell
10 Ori Edelstein
11 Andrew D. Weaver
12 Philippe M. Gaudard
13 SCHNEIDER WALLACE
14 COTTRELL KONECKY LLP

15
16
17
18
19
20
21
22
23
24
25
26
27
28
*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*