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**FILED**  
**Superior Court Of California,**  
**Sacramento**  
**08/09/2021**  
**kjohnson12**  
**By \_\_\_\_\_, Deputy**  
**Case Number:**  
**34-2021-00306053**

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SACRAMENTO**  
10 **UNLIMITED JURISDICTION**

11 **MICHAEL MCGUCKIN, on behalf of himself**  
12 **and all others similarly situated,**

13 *Plaintiff,*

14 vs.

15 **NIELLO MOTOR CAR COMPANY, a**  
16 **California corporation; and DOES 1 through**  
17 **50, inclusive,**

18 *Defendants.*

Case No.

**COMPLAINT FOR:**

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

**JURY TRIAL DEMANDED**

BY FAX

1 Plaintiff MICHAEL MCGUCKIN ("Plaintiff"), on behalf of himself, all other aggrieved  
2 employees, the State of California, and the general public, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants NIELLO MOTOR CAR  
5 COMPANY, a California corporation; and DOES 1 through 50, inclusive, (collectively referred to as  
6 "Defendants") for alleged violations of the California Labor Code and California Business and  
7 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 8 (1) failed to pay them overtime wages at the correct rate;  
9 (2) failed to pay them double time wages at the correct rate;  
10 (3) failed to pay them overtime and/or double time wages by failing to include all  
11 applicable remuneration in calculating the regular rate of pay;  
12 (4) failed to provide them with meal periods;  
13 (5) failed to provide them with rest periods;  
14 (6) failed to pay them premium wages for missed meal and rest periods;  
15 (7) failed to provide them with accurate written wage statements; and  
16 (8) failed to pay them all of their final wages following separation of employment.

17 Based on these alleged Labor Code violations, Plaintiff now brings this representative action  
18 for civil penalties on behalf of himself, all others similarly situated aggrieved employees, the state of  
19 California, and the general public.

20 **JURISDICTION AND VENUE**

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

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

28 4. Venue is proper in Sacramento County because Defendants' have at all times alleged

1 herein, conducted business in Sacramento County, and throughout California. As such, venue is  
2 proper in any county in California.

3 **PARTIES**

4 5. Plaintiff MICHAEL MCGUCKIN is, and at all relevant times mentioned herein, an  
5 individual residing in the State of California.

6 6. Plaintiff is informed and believes, and thereupon alleges that NIELLO MOTOR CAR  
7 COMPANY, is, and at all relevant times mentioned herein, a California corporation doing business  
8 in the State of California.

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

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

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

27 **GENERAL ALLEGATIONS**

28 10. Plaintiff worked for Defendants during the relevant time period.

1           11. Plaintiff and aggrieved employees were not paid proper wages and overtime for all  
2 hours worked, at the proper rates of pay. Plaintiff and aggrieved employees were consistently required  
3 to work in excess of eight (8) hours a day and/or forty (40) hours a week, entitling Plaintiff and  
4 aggrieved employees to overtime wages. Plaintiff and aggrieved employees earned commission  
5 earnings and non-discretionary and performance-based bonuses as part of their pay. However, these  
6 additional earnings were not factored or considered when determining Plaintiff and aggrieved  
7 employees' regular rates of pay, and respective overtime rates of pay. Additionally, Plaintiff and  
8 aggrieved employees were not separately compensated for rest breaks when paid commission  
9 earnings.

10           12. Aggrieved employees were not provided with meal periods of at least thirty (30)  
11 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal  
12 period as part of each work shift; (2) no formal written meal policy that encouraged employees to  
13 take their meal periods, or that advised aggrieved employees of their meal and rest period rights; and  
14 (3) Defendants' practice of requiring aggrieved employees to continue working through their meal  
15 and rest periods due to the excessive workload. Additionally, Plaintiff and aggrieved employees were  
16 not provided with the opportunity to take their meal periods prior to the completion of their fifth hour  
17 work, nor were they allowed to leave the premises during meal periods.

18           13. Aggrieved employees were not provided with rest periods of at least ten (10) minutes  
19 for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not  
20 scheduling each rest period as part of each work shift, including second rest breaks for shifts of six  
21 (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to  
22 take their rest periods, or that properly advised aggrieved employees of their rest period rights; (3)  
23 Defendants' policy and practice of requiring aggrieved employees to remain on the premises during  
24 their rest breaks; (4) Defendants' policy and practice of requiring aggrieved employees to continue  
25 working through their rest breaks due to the excessive workload. Additionally, Plaintiff and aggrieved  
26 employees were not separately compensated for rest breaks when paid commission earnings.

27           14. Additionally, and as discussed above, Defendants failed to pay Plaintiff and aggrieved  
28 employees premium pay wages at their appropriate regular rates of pay for each meal and rest period

1 denied.

2 15. Plaintiff and aggrieved employees were not provided with accurate wage statements  
3 as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage  
4 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or  
5 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”  
6 Additionally, the wage statements issued to Plaintiff and aggrieved employees were not recorded in  
7 “ink or other indelible form.”

8 16. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages  
9 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

10 17. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked  
11 by the employee” were not accurately reflected in that: all hours worked, including overtime, were  
12 not included.

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

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

19 20. Plaintiff has exhausted his administrative remedy by sending a certified letter to the  
20 LWDA and Defendants postmarked on May 14, 2021. The LWDA has not provided notice of its  
21 intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter.

22 **FIRST CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698 *et seq.*)**

25 **(Plaintiff and Aggrieved Employees Against All Defendants)**

26 21. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if  
27 fully alleged herein.

28 22. At all relevant times, Plaintiff and the aggrieved employees have been non-exempt

1 employees of Defendant entitled to the full meal period protections of both the Labor Code and the  
2 applicable Industrial Welfare Commission Wage Order.

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

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

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

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

16 27. Section 11 of the applicable Wage Order states:

17 "No employer shall employ any person for a work period of more than five (5) hours  
18 without a meal period of not less than 30 minutes, except that when a work period of  
19 not more than six (6) hours will complete the day's work the meal period may be  
20 waived by mutual consent of the employer and employee. Unless the employee is  
21 relieved of all duty during a 30 minute meal period, the meal period shall be considered  
22 an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall  
be permitted only when the nature of the work prevents an employee from being  
relieved of all duty and when by written agreement between the parties an on-the-job  
paid meal period is agreed to. The written agreement shall state that the employee  
may, in writing, revoke the agreement at any time."

23 28. At all relevant times, Plaintiff was not subject to a valid on-duty meal period  
24 agreement. Plaintiff is informed and believes that, at all relevant times, Aggrieved employees were  
25 not subject to valid on-duty meal period agreements with Defendants.

26 29. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
27 Defendants maintained a policy or practice of not providing Plaintiff and members of the Aggrieved  
28 Employees with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)

1 hour work period, as required by Labor Code section 512 ad the applicable Wage Order.

2 30. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
3 Defendants maintained a policy or practice of failing to pay premium wages to Aggrieved employees  
4 when they worked five (5) hours without clocking out for any meal period.

5 31. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
6 Defendants maintained a policy or practice of not providing Plaintiff and members of the aggrieved  
7 employees with a second meal period when they worked shifts of ten or more hours and failed to pay  
8 them premium wages as required by Labor Code 512 and the applicable Wage Order.

9 32. Moreover, Defendants written policies fail to inform Meal period Aggrieved  
10 employees of their meal period rights under the Labor Code and applicable Wage Orders.

11 33. At all relevant times, Defendants failed to pay Plaintiff and the Aggrieved employees  
12 additional premium wages, and/or were not paid premium wages at the employees' regular rates of  
13 pay when required meal periods were not provided.

14 34. At all relevant times, Plaintiff and the aggrieved employees have been non-exempt  
15 employees of Defendants entitled to the full rest period protections of both the Labor Code and the  
16 applicable Wage Order.

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

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

25 37. Compensation for missed rest periods constitutes wages within the meaning of Labor  
26 Code section 200.

27 38. Labor Code section 1198 makes it unlawful to employ a person under conditions that  
28 violate the Wage Order.

1           39.     Plaintiff alleges that, at all relevant times during the applicable limitations period,  
2 Defendants maintained a policy or practice of not providing members of the aggrieved employees  
3 with net rest period of at least ten uninterrupted minutes for each four hour work period, or major  
4 fraction thereof, as required by the applicable Wage Order.

5           40.     Plaintiff and aggrieved employees were not provided with rest periods of at least ten  
6 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'  
7 policy of not scheduling each rest period as part of each work shift, including second rest breaks for  
8 shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged  
9 employees to take their rest periods, or that properly advised aggrieved employees of their rest period  
10 rights; (3) Defendants' policy and practice of requiring aggrieved employees to remain on the  
11 premises during their rest breaks; (4) Defendants' policy and practice of requiring aggrieved  
12 employees to continue working through their rest breaks due to the excessive workload

13           41.     Additionally, Plaintiff and aggrieved employees were not separately compensated for  
14 rest breaks when paid commission earnings.

15           42.     At all relevant times, Defendants failed to pay Plaintiff and the aggrieved employees  
16 additional premium wages when required rest periods were not provided.

17           43.     At all relevant times, Plaintiff and aggrieved employees are or have been non-exempt  
18 employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage  
19 Order.

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

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

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

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

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

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

10          50. Labor Code section 1198 makes it unlawful for employers to employ employees under  
11 conditions that violate the applicable Wage Order.

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

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

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

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

27          55. Plaintiff is informed and believes that, at all relevant times, Defendants have applied  
28 centrally devised policies and practices to her and aggrieved employees with respect to working

1 conditions and compensation arrangements.

2 56. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and aggrieved  
3 employees for all time worked, including but not limited to, overtime hours at statutory and/or agreed  
4 rates. Plaintiff and aggrieved employees were not paid proper wages and overtime for all hours  
5 worked, at the proper rates of pay. Plaintiff and aggrieved employees were consistently required to  
6 work in excess of eight (8) hours a day and/or forty (40) hours a week, entitling Plaintiff and aggrieved  
7 employees to overtime wages. Plaintiff and aggrieved employees earned commission earnings and  
8 non-discretionary and performance-based bonuses as part of their pay. However, these additional  
9 earnings were not factored or considered when determining Plaintiff and aggrieved employees'  
10 regular rates of pay, and respective overtime rates of pay.

11 57. Additionally, Plaintiff and aggrieved employees were required to perform work related  
12 duties during meal periods, which they were systemically denied. Also, Plaintiff and aggrieved  
13 employees were not separately compensated for rest breaks when paid commission earnings.

14 58. As a result of Defendants' unlawful conduct, Plaintiff aggrieved employees have  
15 suffered damages in an amount, subject to proof, to the extent they were not paid the full amount of  
16 wages earned during each pay period during the applicable limitations period, including overtime  
17 wages.

18 59. Labor Code section 226(a) states:

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

1 showing the month, day, and year, and a copy of the statement and the record of the  
2 deductions shall be kept on file by the employer for at least three years at the place of  
3 employment or at a central location within the State of California. For purposes of  
4 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an  
employee or a computer-generated record that accurately shows all of the information  
required by this subdivision."

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

11 61. Plaintiff is informed and believes that, at all relevant times during the applicable  
12 limitations period, Defendants have failed to provide aggrieved employees with written wage  
13 statements as described above. Additionally, the wage statements issued to aggrieved employees  
14 failed to account for the unpaid minimum wages, overtime, and premium pay wages described  
15 above.

16 62. Plaintiff is informed and believes that Defendants' failure to provide her and aggrieved  
17 employees with accurate written wage statements were intentional in that Defendants have the ability  
18 to provide them with accurate wage statements but have intentionally provided them with written  
19 wage statements that Defendants have known do not comply with Labor Code section 226(a).

20 63. Plaintiff and aggrieved employees have suffered injuries, in that Defendants have  
21 violated their legal rights to receive accurate wage statements and have misled them about their actual  
22 rates of pay and wages earned. In addition, inaccurate information on their wage statements have  
23 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and  
24 mathematical computations to determine the amount of wages owed, has caused difficulty and  
25 expense in attempting to reconstruct time and pay records, and/or has led to the submission of  
26 inaccurate information about wages and deductions to federal and state government agencies.

27 64. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
28 herein.

1           65.     At all relevant times, Plaintiff and aggrieved employees have been entitled, upon the  
2 end of their employment with Defendants, to timely payment of all wages earned and unpaid before  
3 termination or resignation.

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

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

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

12           69.     Plaintiff is informed and believes that, at all relevant times during the applicable  
13 limitations period, Defendants have maintained a policy or practice of paying aggrieved employees  
14 their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to  
15 timely pay them all final wages.

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

20           71.     During the applicable limitations period, Defendants have violated Labor Code  
21 sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1174, 1194, 1197, and 1198, Code of  
22 Regulations, Title 8, 11040(7)(A)(3), and the applicable Wage Orders.

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

27           73.     Plaintiff, a former employee against who Defendants committed one or more of the  
28 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee

1 within the meaning of Labor Code section 2699(c).

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

4 75. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil  
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 221, 223, 226(a),  
6 226.7, 510, 512, 1174, 1194, 1197, and 1198, and Code of Regulations, Title 8, 11040(7)(A)(3), and  
7 the applicable Wage Orders

8 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 512, 1174,  
9 1194, and 1198, \$100 for each employee per pay period for each initial  
10 violation and \$200 for each employee per pay period for each subsequent  
11 violation (penalties set by Labor Code section 2699(f)(2));

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

14 C. For violations of Labor Code section 204, \$100 for each employee for each  
15 initial violation that was neither willful nor intentional, \$200 for each  
16 employee, plus 25% of the amount unlawfully withheld from each employee,  
17 for each initial violation that was either willful or intentional, and \$200 for  
18 each employee, plus 25% of the amount unlawfully withheld from each  
19 employee, for each subsequent violation, regardless of whether the subsequent  
20 violation was either willful or intentional (penalties set by Labor Code section  
21 210);

22 D. For violations of Labor Code section 223, \$100 for each employee for each  
23 initial violation that was neither willful nor intentional, \$200 for each  
24 employee, plus 25% of the amount unlawfully withheld from each employee,  
25 for each initial violation that was either willful or intentional, and \$200 for  
26 each employee, plus 25% of the amount unlawfully withheld from each  
27 employee, for each subsequent violation, regardless of whether the subsequent  
28 violation was either willful or intentional (penalties set by Labor Code section

225.5);

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

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

G. For violations of Labor Code section 1197, \$100 for each aggrieved employee for each initial violation of Labor Code section 1197 that was intentional, and \$250 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code section 1197.1);

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

#### **PRAYER FOR RELIEF**

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

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

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**DEMAND FOR JURY TRIAL**

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

Dated: August 6, 2021

SETAREH LAW GROUP

A handwritten signature in dark ink, appearing to read 'S. Setareh', is written over a horizontal line.

Shaun Setareh  
David Keledjian  
Attorneys for Plaintiff  
MICHAEL MCGUCKIN