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*Attorneys for Plaintiff and the Aggrieved Employees***FILED**
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 03 2021

BY *Sandra Ortega*
SANDRA ORTEGA DEPUTY**SUPERIOR COURT OF THE STATE OF CALIFORNIA****COUNTY OF SAN BERNARDINO**SALVADOR GONZALEZ, individually, and
on behalf of all other aggrieved employees,

PLAINTIFFS,

v.

SUNNYSLOPE TREE FARM, INC., a
California corporation; and DOES 1 through
50, inclusive,

DEFENDANT.

CASE NO.

CIV SB 2126147 Ely Fa.**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Salvador Gonzalez, individually and on behalf of all
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour
3 laws by his employer, Sunnyslope Tree Farm, Inc., ("Sunnyslope" or "Defendant"). Plaintiff makes
4 the following allegations on information and belief, except as to allegations pertaining to Plaintiff
5 individually, which are based on his personal knowledge.

6 **INTRODUCTION**

7 1. Plaintiff brings this action on behalf of himself and all other aggrieved employees of
8 Sunnyslope, and DOES 1 through 50, inclusive, (collectively, "Defendants") to recover penalties
9 arising from unpaid wages earned and due, including but not limited to, illegal meal and rest period
10 policies, unpaid and illegally calculated overtime compensation, unpaid off-the-clock work, failure to
11 pay minimum wages, failure to pay all wages earned, failure to pay all wages due to discharged or
12 quitting employees, failure to maintain required records, failure to provide accurate itemized wage
13 statements, failure to timely pay wages during employment, and failure to provide COVID-19
14 supplemental paid sick leave and other illegal methods to be discovered.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 Plaintiff is a citizen and resident of the State of California, and Defendant is a citizen and resident of,
18 and/or regularly conducts business in, the State of California.

19 3. Venue is proper in this judicial district and the County of San Bernardino, California
20 because Defendant Sunnyslope conducts and has a nursery in the County of San Bernardino and
21 many of Defendant's unlawful actions and omissions, as set alleged herein, occurred in the County of
22 San Bernardino. Specifically, Defendant has a tree farm in the City of Redlands, California which is
23 located within the County of San Bernardino.

24 4. Defendant employed Plaintiff and other aggrieved employees within the State of
25 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
26 employees.

27 5. The State of California, County, has jurisdiction in this matter because the individual
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1 claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and
2 the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court diversity
3 jurisdiction. Further, there is no federal question at issue as the issues herein are based solely on the
4 California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure and
5 Rules of Court. Thus, the State of California, Orange County Superior Court maintains the
6 appropriate jurisdiction to hear this matter.

7 **THE PARTIES**

8 6. Plaintiff is a resident and citizen of the State of California and a employee of
9 Defendants. During the statute of limitations period, Plaintiff was employed by Defendant as a Tree
10 Planter in Redlands, California.

11 7. Plaintiff is informed and believes, and thereon alleges, that Defendant Sunnyslope is,
12 and at all times relevant hereto was, a corporation organized and existing under the laws of the State
13 of California and licensed to do business in the State of California.

14 8. Plaintiff is informed and believes, and thereon alleges, that Defendant, Sunnyslope
15 Tree Farm, Inc. is a corporation organized and existing under the laws of the State of California. On
16 information and belief, Defendant, Sunnyslope Tree Farm, Inc. is authorized to conduct business in
17 the State of California and does conduct business in the State of California. Specifically, Defendant,
18 Sunnyslope Tree Farm, Inc., is a private, for-profit business which maintains agricultural nurseries in
19 the State of California and specifically maintains a tree farm and conducts business in the County of
20 San Bernardino.

21 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
22 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
23 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
24 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
25 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
26 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
27 names and capacities of such DOE defendants when ascertained.

1 10. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
2 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
3 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
4 attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer
5 and/or joint employer of Plaintiff and the other aggrieved employees.

6 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
8 Managing agent, and/or principal of the Defendant, and in performing the acts mentioned below was
9 acting, at least in part, within the course and scope of that authority as such agent, proxy, servant,
10 partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and
11 consent of the Defendant. Plaintiff also alleges that the acts of each Defendant are legally attributable
12 to the other Defendants.

13 12. Plaintiff is informed and believes, and based thereon alleges, that each of the
14 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
15 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
16 and was acting, at least in part, within the course and scope of such employment and agency, with the
17 express and implied permission, consent and knowledge, approval and/or ratification of the other
18 Defendants. Defendant, managing agents, and supervisors, aided, abetted, condoned, permitted,
19 approved, authorized, and/or ratified the unlawful acts described herein.

20 13. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
21 the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
22 unascertained but subject to proof at trial and within the jurisdiction of this Court.

23 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

24 14. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
25 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of himself and all other
26 aggrieved employees, e.g., current and former non-exempt employees of Defendant who are
27 California citizens and performed work for Defendant in the State of California at any time within the
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1 period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise
2 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment
3 (“statute of limitations period”).

4 15. On June 30, 2021, Plaintiff gave written notice by certified mail pursuant to California
5 Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and
6 Defendant, of the specific provisions of the California Labor Code and IWC Wage Order alleged to
7 have been violated, including the facts and theories to support the alleged violations. Plaintiff has not
8 received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from
9 the June 30, 2021 postmark date of his written notice before filing this action, Plaintiff has complied
10 with all of the requirements set forth in California Labor Code § 2699.3 to commence a
11 representative action under PAGA.

12 16. On July 27, 2021, Plaintiff amended his PAGA Notice pursuant to Labor Code
13 §2699.3 to include additional allegations as set forth below.

14 **FACTUAL ALLEGATIONS**

15 **Failure to Provide Required Meal Periods**

16 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

17 17. During the statute of limitations period, as part of Defendants’ illegal policies and
18 practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted
19 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,
20 to completely skip their meal periods, to take late and short meal periods, and Defendant has
21 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
22 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

23 18. Defendant has implemented several practices that have caused Plaintiff and aggrieved
24 employees to systematically miss and otherwise take non-compliant meal periods. Defendant
25 systematically understaff its nurseries such that its non-exempt employees are given so much work to
26 complete that they regularly miss or take non-compliant meal periods. As a direct consequence of this
27 understaffing, Plaintiff and aggrieved employees have so much work to complete within their
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1 scheduled shifts that they are forced to skip their meal periods altogether, to take them after working
2 longer than five (5) hours, to perform work during their meal periods, or return to work after taking
3 less than a thirty (30) minute meal period.

4 19. There are also frequently occasions when Plaintiff and aggrieved employees need to
5 perform other duties immediately before the time during which they are legally entitled to take a meal
6 period. Pursuant to Defendant's policies, Plaintiff and aggrieved employees cannot simply drop their
7 urgent job duties to take a meal period. Consequently, Plaintiff and aggrieved employees regularly
8 miss meal periods, take late meal periods, return early from meal periods, and even clock out for
9 meal periods but continue working.

10 20. Plaintiff is informed and believes aggrieved employees need to first secure permission
11 before taking a meal period despite the fact they may be scheduled to take a meal period. However,
12 aggrieved employees often cannot timely simply stop working and take their meal period, which
13 often causes them to regularly miss and otherwise take non-compliant meal periods. Moreover,
14 Defendant failed to maintain records of the actual meal periods taken by Plaintiff and the aggrieved
15 employees and rounded their times when meal periods were provided.

16 21. Despite the foregoing, Defendant has implemented a policy and practice of actively
17 discouraging the issuance of meal period premium payments, and in the process, Defendant has also
18 violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the California
19 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff
20 and aggrieved employees who were not authorized and permitted to take a complete, timely,
21 uninterrupted meal period, one additional hour of compensation at the proper regular rate of pay for
22 each workday that such a meal period was not authorized or permitted.

23 **Failure to Provide Required Rest Breaks**

24 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

25 22. During the statute of limitations period, as part of Defendant's illegal policies and
26 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize
27 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
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1 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

2 23. Defendant has implemented an illegal rest period policy as the policy fails to include
3 “major fraction thereof” language and Plaintiff and other aggrieved employees were not allowed to
4 take rest periods when they worked shifts less than four (4) hours but over three (3) and a half (1/2)
5 hours. Further, the same common policies and practices that deprive Plaintiff and other aggrieved
6 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
7 take their first and second and third rest breaks. As alleged herein, Defendant understaff its nurseries
8 which creates so much work for Plaintiff and other aggrieved employees that they are frequently
9 unable to take rest breaks.

10 24. Defendant also violated California Labor Code § 226.7, § 12 of the applicable IWC
11 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
12 failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in
13 accordance with the applicable wage order, one additional hour of compensation at the proper regular
14 rate of pay for each workday that a rest break was not provided.

15 **Failure to Pay Overtime Wages**

16 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

17 25. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order,
18 Defendant is required to compensate Plaintiff and other aggrieved employees for all overtime, which
19 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
20 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
21 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in
22 any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of
23 work in any workweek.

24 26. Plaintiff and other aggrieved employees are current and former non-exempt employees
25 entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
26 Order. During the statute of limitations period, Defendant has failed to compensate Plaintiff and
27 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
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1 of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime
2 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§
3 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
4 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not
5 compensating them for this time, improperly calculating the regular rate of pay based on shift
6 differential and other remuneration, and other methods to be discovered.

7 27. In a short-sighted attempt to maximize profits, Defendant has understaffed its
8 nurseries. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
9 also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendant
10 has actual or constructive knowledge of this off-the-clock work and subtly condones it. Plaintiff and
11 other aggrieved employees routinely arrive to work early to check so that they are prepared and ready
12 to begin performing their duties promptly at the start of their shifts, as they must be pursuant to
13 Defendant's requirements. Defendant known that Plaintiff and other aggrieved employees perform
14 this work off-the-clock work.

15 28. Defendant also failed to maintain records of all actual hours worked of Plaintiff and
16 the other aggrieved employees and rounded the hours worked so as to deprive Plaintiff and the other
17 aggrieved employees of overtime wages.

18 29. Defendant has knowingly and willfully refused to perform its obligations to
19 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
20 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

21 **Failure to Pay Minimum Wages**

22 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the Applicable IWC Wage Order]**

23 30. Pursuant to California Labor Code §§ 1194, 1197, and §4 of the applicable IWC Wage
24 Order, payment to an employee of less than the applicable minimum wage for all hours worked in a
25 payroll period is unlawful.

26 31. During the statute of limitations period, Defendants failed to pay Plaintiff's minimum
27 wages for all hours worked by, among other things: requiring, permitting or suffering Plaintiff and
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1 the other aggrieved employees to work off-the-clock; requiring, permitting or suffering Plaintiff and
2 the other aggrieved employees to work through meal periods and rest breaks; failing to pay overtime
3 wages and failing to properly calculate overtime based on the regular rate of pay; illegally and
4 inaccurately recording time in which Plaintiff and the other aggrieved employees worked; failing to
5 properly maintain Plaintiff and the other aggrieved employees records; failing to provide accurate
6 itemized wage statements to Plaintiff and the other aggrieved employees for each pay period and
7 other methods yet to be discovered.

8 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

9 **[Cal. Lab. Code §§ 201 - 203]**

10 32. Pursuant to California Labor Code § 201, 202 and 203, Defendant is required to pay
11 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
12 mandates that if an employers discharges an employee, the employee's wages accrued and unpaid at
13 the time of discharge are due and payable immediately.

14 33. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay
15 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
16 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
17 which case the employee is entitled to his or wages at the time of quitting.

18 34. California Labor Code § 203 provides that if an employers willfully fails to pay, in
19 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
20 quits, the employers is liable for waiting time penalties in the form of continued compensation to the
21 employee at the same rate for up to 30 workdays.

22 35. During the statute of limitations period, Defendant has willfully failed to pay accrued
23 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
24 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
25 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
26 under California law. In addition, because Defendant has failed and continues to fail to properly
27 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages,
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1 implemented unlawful rounding policies; and compensation for non-compliant meal and rest breaks,
2 Defendant has also willfully failed and continues to fail to pay accrued wages and other
3 compensation to Plaintiff and other aggrieved employees in accordance with California Labor Code
4 §§ 201 and 202.

5 **Failure to Furnish Accurate Itemized Wage Statements**

6 **[Cal. Lab. Code §§ 226(a); 248.2, § 7 of the Applicable IWC Wage Order]**

7 36. During the statute of limitations period, Defendant has routinely failed to provide
8 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
9 Defendant's pay stubs violate Labor Code § 226 on their face by, among other things, Defendant was
10 and is not providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks
11 but intentionally fails to include in their wage statements one (1) additional hour of compensation at
12 their regular rates of pay for each non-compliant meal period or rest break, failing to list the available
13 supplemental COVID-19 sick leave pursuant to Labor Code §§248.2 and 248.3 on its wage
14 statements and failing to include all hours worked on its wage statements due to its illegal rounding
15 policy of hours worked and meal periods taken, and other California Labor Code violations yet to be
16 discovered.

17 37. In order to conceal its wage theft, Defendant knowingly and intentionally failed to
18 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
19 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

20 38. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's
21 failure to provide timely and accurate itemized wage statements prevented them from discovering the
22 scope and extent of Defendant's violations of California wage and hour laws, prevented them from
23 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
24 wages earned, all applicable hourly rates in effect during each pay period and the corresponding
25 number of hours worked at each hourly rate, the accurate rate of pay, available supplemental COVID-
26 19 sick leave balances, and other violations yet to be discovered.

1 **Failure to Maintain Required Records**

2 **[Cal. Lab. Code §§ 226(a), 248.2, 1174(d), 2810.5; § 7 of the Applicable IWC Wage Order]**

3 39. During the statute of limitations period, as part of Defendant's illegal payroll policies
4 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
5 Defendant knowingly and intentionally failed to maintain records as required under California Labor
6 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the
7 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;
8 meal periods; time records showing when each employee begins and ends each work period; and
9 accurate itemized statements. Defendant had knowledge that it was not providing its non-exempt
10 employees with proper meal and rest periods, but knowingly failed to include in the wage statements
11 one (1) extra hour of compensation for each missed meal and rest period. Defendant also illegally
12 and inaccurately recorded the time in which Plaintiff and other aggrieved employees worked and
13 when meal periods were taken. Defendant has also failed to maintain accurate, itemized wage
14 statements, failed maintained records relating to supplemental COVID-19 sick leave and amount
15 taken as alleged above, and other violations of the California Labor Code which have not been
16 discovered.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

19 **[Cal. Lab. Code § 2698 *et seq.*]**

20 (On Behalf of Plaintiff against Defendant)

21 40. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 39.

23 41. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §
24 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
25 former non-exempt employees of Defendant pursuant to the procedures specified in Labor Code §
26 2699.3, because Plaintiff was employed by Defendant and one or more of the alleged California
27 Labor Code violations was committed against Plaintiff during the statute of limitations period.

1 42. Plaintiff seeks to recover civil penalties through a representative action permitted by
2 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
3 class certification is not required.

4 43. A plaintiff has standing to represent all aggrieved employees for all of his asserted
5 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
6 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
7 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).
8 Here, Defendant implemented an illegal rest period policy, Plaintiff could not take rest periods when
9 he worked shifts between 3 ½ and less than 4 hours of work, Plaintiff was not provided with
10 supplemental COVID-19 sick leave and COVID-19 supplemental sick leave was not listed on his
11 wage statement, in addition to other violations as alleged herien.

12 44. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
13 penalties from Defendant in a representative action for the violations set forth above, including but
14 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 510, 512,
15 558, 1174(d), 1194, 1197, 1198 and 2810.5.

16 45. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
17 for Defendant’s violations of California Labor Code provisions for which a civil penalty is
18 specifically provided, including but not limited to, the following:

19 a. Pursuant to California Labor Code § 210, for violations of California Labor
20 Code § 204, Defendant is subject to a civil penalty in the amount of one
21 hundred dollars (\$100) for the initial violation for each failure to pay each
22 employee, and two hundred dollars (\$200) per employee for violations in
23 subsequent pay periods.

24 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
25 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
26 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
27 period where a violation occurs and one thousand dollars (\$1,000) per
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aggrieved employee for violations in subsequent pay periods.

c. Pursuant to California Labor Code § 558(a), “[a]ny employers or other person acting on behalf of an employers who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission,” including California Labor Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid. Plaintiff is not seeking unpaid wages on his behalf and the other aggrieved employees pursuant to Labor Code §558, Plaintiff has alleged the recovery of penalties only.

d. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars (\$500).

e. Pursuant to California Labor Code § 1197.1, an employers who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

46. California Labor Code § 2699(f) provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one

1 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
2 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

3 47. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
4 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
5 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
6 1194, 1197, 1198 and 2810.5.

7 48. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
8 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
11 for relief against Defendant, as follows:

12 1. For civil penalties according to proof;

13 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
14 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
15 attorneys' fees and costs; and

16 3. For such further relief that the Court may deem just and proper.

17 DATED: September 3, 2021

THE LAW OFFICE OF SCOTT ERNEST WHEELER

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19 By: 

SCOTT ERNEST WHEELER

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21 *Attorneys for Plaintiff and the other Aggrieved*
22 *Employees*
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