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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 26 2021

BY Michael Welch II
MICHAEL WELCH II, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARIA OLIVARES, individually, and on
behalf of all other aggrieved employees,

PLAINTIFFS,

v.

BARONHR WEST, INC., a DELAWARE
corporation; PLAZE, INC, doing business as
SHIELD PACKAGING OF CALIFORNIA, a
DELAWARE corporation; and DOES 1
through 50, inclusive,

DEFENDANTS.

CASE NO. **CIV SB 2124719**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

\$455.80 SC-2021-56099 MW
\$1000.00 SC-2021-56100 MW

1 This is a representative action brought by Maria Olivares, individually and on behalf of all
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour
3 laws by her employers BARONHR WEST, INC. ("BaronHR" individually), and Plaze, Inc., doing
4 business as Shield Packaging of California ("Shield Packaging" individually, and collectively as
5 "Defendants"). Plaintiff makes the following allegations on information and belief, except as to
6 allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

7 INTRODUCTION

8 1. BaronHR is a staffing company which provides individuals to Shield Packaging and
9 similar businesses to provide short and long term staffing needs. BaronHR is a private, for-profit
10 staffing business.

11 2. Shield Packaging offers packaging services and specialized aerosol formulations for
12 personal care, household, and automotive/industrial applications.

13 3. As private, for-profit businesses, Defendants implemented common policies and
14 practices that have resulted in systemic violations of California's wage and hour laws. Defendants
15 have failed to implement adequate practices to protect the rights of its employees, particularly in
16 light the nature of its business, which is to maximize profits.

17 4. Defendants attempts to maximize profits by among other methods, understaffing of
18 its facility and denying employees the ability to take meal and rest breaks.

19 5. Defendants have implemented unlawful written policies with respect to meal and rest
20 breaks. Defendants also require its non-exempt employees, who are informed that the needs of the
21 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods and
22 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been
23 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

24 6. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved
25 employees proper overtime wages due the fact that it improperly calculates the regular rate of pay,
26 and willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees
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1 perform as a direct consequence of Defendants' understaffing and imposition of an unreasonable
2 workload.

3 7. Defendants have also failed to provide Plaintiff and the other aggrieved employees
4 with accurate wage statements as the legal address for Defendants was left off the wage statements.
5 For instance, with regard to Plaintiff and the other aggrieved employees, the wage statement only
6 lists "Shield Packaging" or "BaronHR" but does not include the legal address of the Defendants as
7 only a "PO BOX" is provided.

8 8. Also, Defendants wage statements failed to provide for eighty (80) hours of available
9 California supplemental COVID-19 sick leave and the amount remaining if used by Plaintiff and the
10 other aggrieved employees.

11 9. Defendants also failed to comply with Labor Code Section 2810.5 as the correct legal
12 worksite employer is not named on the wage statement.

13 JURISDICTION AND VENUE

14 10. The Superior Court of the State of California has jurisdiction in this matter because
15 Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and residents
16 of, and/or regularly conducts business in, the State of California.

17 11. Venue is proper in this judicial district and the County of San Bernardino, California
18 because Plaintiff resides in the County of San Bernardino and Defendant Shield Packaging conducts
19 and has a warehouse in the County of San Bernardino and many of Defendants unlawful actions and
20 omissions, as set alleged herein, occurred in the County of San Bernardino. Specifically, Defendant
21 Shield Packaging has a warehouse in Chino, California, which is located in the County of San
22 Bernardino.

23 12. Defendants employed Plaintiff and other aggrieved employees within the State of
24 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
25 employees.

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

6 **THE PARTIES**

7 14. During the statute of limitations period, Plaintiff was employed by Defendants as a
8 Production Worker in Chino, California.

9 15. Plaintiff is informed and believes, and thereon alleges, that Defendant BaronHR is,
10 and at all times relevant hereto was, a corporation organized and existing under the laws of the State
11 of Delaware and license to do business in the State of California.

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

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

22 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
23 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
25 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
26 employer and/or joint employer of Plaintiff and the other aggrieved employees.

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

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

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

17 **NOTICE PURSUANT TO CALIFORNIA LABOR CODE §2810.3(d)**

18 22. On June 21, 2021, Plaintiff provided Defendants with notice pursuant to California
19 Labor Code §2810.3(d) and Plaintiff's intent to file suit based upon the alleged violations of the
20 California Labor Code. In particular, Plaintiff notified Shield Packaging that in the event liability is
21 determined against Defendant, BaronHR, Defendant Shield Packaging shall share any and all civil
22 responsibility and civil liability for all workers supplied by Defendant, BaronHR to Defendant, Shield
23 Packaging, based upon the failure to pay wages.

24 23. More than thirty (30) days has expired since notice pursuant to Labor Code §2810.3(d)
25 and the alleged violations was provided to Defendants prior to filing this suit.

26 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

7 25. On June 21, 2021, Plaintiff gave written notice by certified mail pursuant to
8 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
9 ("LWDA") and Defendants, of the specific provisions of the California Labor Code and IWC Wage
10 Order alleged to have been violated, including the facts and theories to support the alleged
11 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
12 than sixty-five (65) days from the June 21, 2021 postmark date of her written notice before filing this
13 action, Plaintiff has complied with all of the requirements set forth in California Labor Code §
14 2699.3 to commence a representative action under PAGA.

15 **FACTUAL ALLEGATIONS**

16 **Failure to Provide Required Meal Periods**

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

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

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

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

11 29. Plaintiff and aggrieved employees need to first secure permission before taking a
12 meal period despite the fact they may be scheduled to take a meal period. However, Plaintiff and
13 aggrieved employees often cannot timely simply stop working and take their meal period, which
14 often causes them to regularly miss and otherwise take non-compliant meal periods.

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

22 **Failure to Provide Required Rest Breaks**

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

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

1 32. The same common policies and practices that deprive Plaintiff and other aggrieved
2 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
3 take their first and second and third rest breaks. As alleged herein, Defendants understaff its facility
4 which creates so much work for Plaintiff and other aggrieved employees that they are frequently
5 unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to secure
6 permission before taking a rest break, which is often denied by supervisors.

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

12 **Failure to Pay Overtime Wages**

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

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

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

5 36. In a short-sighted attempt to maximize profits, Defendants understaff the warehouse
6 and related facilities. Not only has this practice resulted in widespread missed meal and rest breaks,
7 but it has also caused Plaintiff and other aggrieved employees to perform work while off-the-clock.
8 Defendants have actual or constructive knowledge of this off-the-clock work and subtly condones it.
9 Plaintiff and other aggrieved employees routinely arrive to work early to check so that they are
10 prepared and ready to begin performing their duties promptly at the start of their shifts, as they must
11 be pursuant to Defendants' requirements. Defendants know that Plaintiff and other aggrieved
12 employees perform this work off-the-clock work.

13 37. Plaintiff and other aggrieved employees must get to work by no later than the start of
14 their shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work a few
15 minutes late. Likewise, Plaintiff and other aggrieved employees are in a rush to complete their
16 mandatory job duties, so they are rarely afforded the benefit of clocking out early at the end of their
17 shifts. This results in the widespread underpayment of time worked.

18 38. Defendants have 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 All Wages Due to Discharged and Quitting Employees**

22 **[Cal. Lab. Code §§ 201 - 203]**

23 39. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
24 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
25 mandates that if an employers discharges an employee, the employee's wages accrued and unpaid at
26 the time of discharge are due and payable immediately.

27 40. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
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1 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
2 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
3 in which case the employee is entitled to his or wages at the time of quitting.

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

8 42. During the statute of limitations period, Defendants have willfully failed to pay
9 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance
10 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
11 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
12 under California law. In addition, because Defendants have failed and continues to fail to properly
13 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
14 wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully
15 failed and continues to fail to pay accrued wages and other compensation to Plaintiff and other
16 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

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

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

19 43. During the statute of limitations period, Defendants have routinely failed to provide
20 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
21 Defendants' pay stubs violate Labor Code § 226 on their face by, among other things, failing to state
22 the name and address of the legal entity that was Plaintiff's and aggrieved employees' employers.
23 Derivatively, Defendants were and are not providing Plaintiff and other aggrieved employees with
24 proper meal periods and rest breaks but intentionally fails to include in their wage statements one (1)
25 additional hour of compensation at their regular rates of pay for each non-compliant meal period or
26 rest break, applicable rate of pay for sick leave, failed to have the full legal address of Defendants,
27 the regular rate of pay for sick leave, available supplemental COVID-19 sick leave and the amount
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1 take and other California Labor Code violations yet to be discovered.

2 44. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
3 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
4 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

5 45. Plaintiff and other aggrieved employees suffered injury as a result of Defendants'
6 failure to provide timely and accurate itemized wage statements prevented them from discovering
7 the scope and extent of Defendants' violations of California wage and hour laws, prevented them
8 from being able to determine the gross wages earned, the total hours worked, all deductions made,
9 the net wages earned, the legal name and address of the employers, all applicable hourly rates in
10 effect during each pay period and the corresponding number of hours worked at each hourly rate, the
11 accurate rate of pay, available supplemental Covid-19 sick leave and amount taken, and other
12 violations yet to be discovered.

13 **Failure to Maintain Required Records**

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

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

47. During the statute of limitations period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under California Labor Code §2801.5, which requires a California employer to provide written notice at the time of hiring of certain employment related information, including but not limited to, the name of the employer, including any "doing business as" names used by the employer, and the physical address of the employer's main office or principal place of business, and a mailing address, if different.

48. Defendants failed to comply with California Labor Code § 2810.5 by not providing Plaintiff and the other aggrieved employees with the Wage Theft form as provided above.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

[Cal. Lab. Code § 2698 *et seq.*]

(On Behalf of Plaintiff against Defendant)

49. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 48.

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

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

52. A plaintiff has standing to represent all aggrieved employees for all of her asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed by the violator and affected by ‘one or more’ of the alleged

1 violations. (Sec. 2699, subds. (a), (c).)). Here, Plaintiff was not provided with a legally
2 compliant wage statement pursuant to Labor Code §226 since the legal name and address of
3 the employer was not provided on Defendants wage statements, Plaintiff was not provided
4 with supplemental COVID-19 sick leave and COVID-19 supplemental sick leave was not
5 listed on her wage statement, in addition to the meal and rest period and other California
6 Labor Code violations as alleged herein.

7 53. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
8 penalties from Defendants in a representative action for the violations set forth above, including but
9 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 510, 512,
10 1174(d), 1194, 1197, 1198 and 2810.5.

11 54. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
12 for Defendants' violations of California Labor Code provisions for which a civil penalty is
13 specifically provided, including but not limited to, the following:

- 14 a. Pursuant to California Labor Code § 210, for violations of California Labor
15 Code § 204, Defendants are subject to a civil penalty in the amount of one
16 hundred dollars (\$100) for the initial violation for each failure to pay each
17 employee, and two hundred dollars (\$200) per employee for violations in
18 subsequent pay periods.
- 19 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
20 Code § 226(a), Defendants are subject to a civil penalty in the amount of two
21 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
22 period where a violation occurs and one thousand dollars (\$1,000) per
23 aggrieved employee for violations in subsequent pay periods.
- 24 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
25 Code § 1174(d), Defendants are subject to a civil penalty of five hundred
26 dollars (\$500).
- 27 d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes
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1 to be paid to any employee a wage less than the minimum fixed by an order of
2 the commission, shall be subject to a civil penalty as follows: for any initial
3 violation that is intentionally committed, one hundred dollars (\$100) for each
4 underpaid employee for each pay period for which the employee is underpaid;
5 and for each subsequent violation of the same offense, two hundred fifty
6 dollars (\$250) for each underpaid employee for each pay period for which the
7 employee is underpaid regardless of whether the initial violation was
8 intentionally committed.

9 55. California Labor Code § 2699(f) provides that for all California Labor Code
10 violations for which a civil penalty is not specifically provided, the following civil penalties are
11 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
12 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
13 subsequent violation.

14 56. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
15 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
16 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
17 1194, 1197, 1198 and 2810.5.

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

20 **PRAYER FOR RELIEF**

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

- 23 1. For civil penalties according to proof;
- 24 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
25 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
26 attorneys' fees and costs; and

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

DATED: August ~~26~~, 2021

THE LAW OFFICE OF SCOTT ERNEST WHEELER



SCOTT ERNEST WHEELER

Attorneys for Plaintiff and the other Aggrieved Employees