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TYLER HAWLEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE, RIVERSIDE COURT

TYLER HAWLEY, individually, and on behalf
of all aggrieved employees,

Plaintiffs,

v.

CENTRAL FREIGHT LINES, INC., a Texas
corporation, and DOES 1-25, inclusive,

Defendants.

) Case No. **CVRI 21 05807**
)
) **COMPLAINT FOR DAMAGES FOR:**
) **1. FAILURE TO PAY ALL WAGES**
) **INCLUDING OVERTIME WAGES AND**
) **MINIMUM WAGE;**
) **2. FAILURE TO PROVIDE MEAL AND**
) **REST PERIODS;**
) **3. FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS;**
) **4. FAILURE TO PAY ALL WAGES DUE**
) **AND PAYABLE AT SEPARATION OF**
) **EMPLOYMENT;**
) **5. UNFAIR BUSINESS PRACTICES; and**
) **6. CIVIL PENALTIES PURSUANT TO**
) **PAGA.**
)
) **DEMAND FOR JURY TRIAL**
)

COMES NOW Plaintiff TYLER HAWLEY ("Plaintiff"), individually and on behalf of all
aggrieved employees, asserts claims against Defendants CENTRAL FREIGHT LINES, INC., a
Texas corporation, and DOES 1 through 25 inclusive, and hereby alleges as follows:

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12. In or around February 2021 until Plaintiff's employment with Defendants ended, Plaintiff earned an hourly rate of \$17.00 per hour.

13. As a security guard, Plaintiff was never permitted or given the opportunity to take uninterrupted and off-duty meal periods until in or around May 2021, when Plaintiff escalated his concerns to Defendants Human Resources Department ("HR"). Plaintiff brought his concerns to HR after he received a write up for not taking breaks, although the write up was later dropped due to Plaintiff's lack of breaks being the fault of Defendants themselves.

14. Defendants' failure to hire additional security guards and failure to provide coverage to Plaintiff in the guard shack forced Plaintiff to consistently work through both meal and rest periods.

15. Also prior to May 2021, Plaintiff was repeatedly reprimanded by one of Defendants' office supervisors, Nicole, for leaving the guard shack for any reason, causing Plaintiff to complain to Defendants' terminal manager John Stratton ("Mr. Stratton") about Nicole forcing him to work without breaks. Mr. Stratton ignored Plaintiff's concerns and Defendants' wage and hour violations and instead told Plaintiff that Nicole was his superior and he must listen to her.

16. Defendants' management and HR were fully aware that Defendants' non-exempt employees were prohibited from taking meal and rest periods. In fact, Plaintiff's former supervisor, dock supervisor Joe Medrano ("Mr. Medrano"), often threatened Plaintiff that he would face repercussions if he did not sign off on his timesheets that breaks were taken.

17. In or around September 2020, Mr. Hawley's co-worker, Andrea, advised Plaintiff that he should verify his paychecks and timecards because thirty (30) minute meal periods were being manually added by supervisors and/or HR to create a paper trail of compliant meal periods. In reality, no such meal periods were being taken. Defendants' practice of altering its employees' timecards quite literally stripped its employees of minimum and, in many cases, overtime wages earned.

18. As Defendants' own records for Plaintiff indicate, at no point throughout Plaintiff's employment with Defendants did Defendants provide Plaintiff with a meal and/or rest premium of one (1) hours' worth of pay at Plaintiff's regular rate of pay in lieu of Defendants' non-compliant



1 meal and rest periods for Plaintiff.

2 19. Plaintiff is informed and believes that Defendants failed to provide and continue to
3 fail to provide compliant meal and rest periods, or premiums in lieu thereof, to other non-exempt
4 employees.

5 20. As a result of the above, Defendants failed to pay all wages including minimum and
6 overtime wages, failed to maintain accurate records, and failed to provide accurate itemized wage
7 statements for Plaintiff and aggrieved employees showing proper gross and/or net wages earned,
8 total hours worked, and/or all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each respective hourly rate, among other things.

10 21. In or around the beginning of August 2021, Plaintiff was exposed to an individual
11 with COVID-19 and requested 2021 COVID-19 Supplemental Paid Sick Leave. Instead of
12 providing Plaintiff, a covered employee, with associated sick leave at his regular rate of pay,
13 Defendants denied, and continue to deny, Plaintiff and Plaintiff's healthcare provider's requests,
14 causing Plaintiff to quarantine and/or isolate with no legally mandated sick leave pay. Defendants
15 advised Plaintiff that they were "a separate entity" and therefore did not have to provide its
16 employees with 2021 COVID-19 Supplemental Paid Sick Leave. As a result, Plaintiff was forced
17 to quarantine and/or isolate as a result of his COVID-19 exposure with zero pay.

18 22. Defendants failed to provide any notice whatsoever, let alone accurate notice, on
19 Plaintiff's wage statements or on a separate writing of how many 2021 COVID-19 Supplemental
20 Paid Sick leave hours were/are available to Plaintiff. Plaintiff is informed and believes that
21 Defendants failed to provide accurate notice to any such covered employees of how many 2021
22 COVID-19 Supplemental Paid Sick leave hours were available to them.

23 23. After quite literally searching Defendants' workplace, Plaintiff is informed and
24 believes that Defendants failed and continue to fail to post and keep updated notices in the
25 workplace regarding the following, among other things, 2021 COVID-19 Supplemental Paid Sick
26 Leave; IWC wage orders regulating wages, hours, and working conditions; payday notices
27 specifying the regular paydays and the time and place of payment; pertinent information regarding
28 safety and health protection on the job; employee rights and responsibilities under the



whistleblower laws; and no smoking signage.

24. Upon information and belief, all current and/or former non-exempt employees of Defendants, at a minimum, are aggrieved employees as defined under California Labor Code section 2699(c).

25. Upon information and belief, all employees were subject to similar violations as Plaintiff including, but not limited to, failure to provide 2021 COVID-19 Supplemental Paid Sick Leave and failure to keep requisite notices in the workplace.

26. Upon information and believe, all non-exempt employees were subject to similar violations as Plaintiff including, but not limited to, failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to maintain accurate records, failure to provide accurate itemized wage statements, failure to pay all wages due and payable at separation of employment, and violations of provisions regulating hours and days of work.

27. Plaintiff brings this action both on an individual basis and pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* on behalf of the State of California and on a representative basis on behalf of all California current and former employees of CFL.

28. Plaintiff filed a PAGA Notice with the Labor and Workforce Development Agency (“LWDA”) on August 30, 2021. Therefore, Plaintiff has waited the mandatory sixty-five (65) days since filing his PAGA Notice.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES INCLUDING

OVERTIME WAGES AND MINIMUM WAGE

IN VIOLATION OF LABOR CODE §§ 510, 1194, AND 1198

(Against All Defendants)

29. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

30. At all times mentioned herein, Defendants employed Plaintiff.

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1 31. At all times mentioned herein, Plaintiff's employment by Defendants was subject to
2 the provisions of the California Labor Code ("Labor Code") and the applicable IWC Wage Order.

3 32. Labor Code section 510(a) and the applicable IWC Wage Order regulating payment
4 of wages in the state of California, provides that eight (8) hours of labor constitutes a day's work
5 and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40)
6 hours in any one (1) workweek shall be compensated at the rate of no less than one and one-half
7 (1.5) times the regular rate of pay for each employee, and any work in excess of twelve (12) hours
8 in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for
9 each employee ["double-time"], and at no less than one and one-half (1.5) for the first eight (8)
10 hours on the seventh (7th) consecutive day of work in a workweek.

11 33. Labor Code section 1194 states that any employee receiving less than the legal
12 minimum wage or the legal overtime compensation applicable to the employee is entitled to
13 recover the unpaid balance of the full amount of this minimum wage or overtime compensation,
14 including interest thereon, reasonable attorney's fees and costs of suit.

15 34. As explained above, Defendants systematically manually added lunch periods to
16 Plaintiff's timecards to create paper trail of meal periods being taken, despite no meal periods being
17 taken. Moreover, Defendants required Plaintiff to remain on premises and continue working
18 during any meal periods.

19 35. As a result, Defendants failed to compensate Plaintiff for all hours worked and
20 rightfully owed.

21 36. As such, Plaintiff requests an award of all unpaid minimum wages, liquidated
22 damages, and an award of interest on all unpaid wages at the legal rate specified by Civil Code
23 section 3289(b), accruing from the date the wages were due and payable. Lab. Code § 218.6.

24 37. Pursuant to Labor Code section 1194(a), Plaintiff requests an award of interest,
25 reasonable attorneys' fees, and costs incurred in this action.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL AND REST PERIODS
IN VIOLATION OF LABOR CODE §§ 226.7 AND 512
(Against All Defendants)

38. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

39. At all times mentioned herein, Defendants employed Plaintiff.

40. At all times mentioned herein, Plaintiffs employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

41. Labor Code section 512 and the applicable IWC Wage Order states that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than thirty (30) minutes, and an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. The applicable IWC Wage Order further states that unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Labor Code section 226.7(a) states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

42. Throughout Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff with uninterrupted and duty-free meal and rest periods. Defendants own supervisory and managerial employees admonished Plaintiff when Plaintiff asked for meal and rest periods.

43. Despite failing to provide uninterrupted and duty-free meal periods and rest periods, Plaintiff was never provided with one (1) hours' worth of his wages in lieu of Defendants' meal and rest period violations.

44. Defendants' actions were fraudulent and deceitful, and were intentional acts designed to maximize their profits in complete disregard for Plaintiff's right to take meal and rest periods.

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45. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As such, Plaintiff is entitled to an additional one (1) hour of pay for each missed meal period per day for each workday in which Plaintiff was not provided a proper meal period under the above-described authorities.

46. The applicable IWC Wage Order states that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. As such, Plaintiff is entitled to an additional one (1) hour of pay for each day in which Plaintiff was not provided a proper rest period under the above-described authorities.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226

(Against All Defendants)

47. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

48. At all times mentioned herein, Defendants employed Plaintiff.

49. At all times mentioned herein, Plaintiff's employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

50. Labor Code section 226 states that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees – either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash – an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and his or his social security number, (8) the name and address of the legal entity that is
3 the employer, and (9) all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee. Section 226 also
5 provides that the deductions made from payments of wages shall be recorded in ink or other
6 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
7 record of the deductions shall be kept on file by the employer for at least three years at the place of
8 employment or at a central location within the State of California.

9 51. During Plaintiff's employment with Defendants, Defendants failed to provide
10 Plaintiff with proper itemized wage statements in compliance with Labor Code section 226 in that
11 wage statements provided to Plaintiff did not list accurate information including, but not limited to,
12 the total hours Plaintiff worked, Plaintiff's accurate gross and/or net wages, Plaintiff's correct
13 hourly rates for each hour worked, and Plaintiff's 2021 COVID-19 Supplemental Paid Sick Leave
14 balance.

15 52. Pursuant to Labor Code section 226(e), an employee suffering injury as a result of a
16 knowing an intentional failure by an employer to comply with the itemized wage statement
17 requirement is entitled to recover the greater of, all actual damages, or fifty dollars (\$50) for the
18 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
19 violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
20 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

21 53. Plaintiff requests an order of monetary damages and attorneys' fees and costs in
22 favor of Plaintiff and against Defendants, in accordance with the provisions of Labor Code section
23 226(e).

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FOURTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE AND PAYABLE
AT SEPARATION OF EMPLOYMENT
IN VIOLATION OF LABOR CODE §§ 201 AND 203
(Against All Defendants)

54. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

55. At all times mentioned here, Defendants employed Plaintiff.

56. At all times mentioned herein, Plaintiff’s employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

57. Labor Code section 201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination. Labor Code section 203 states that if an employer willfully fails to pay a discharged employee wages according to Labor Code section 201, these wages shall continue as a penalty for up to a maximum of thirty (30) days.

58. As of the date of this Complaint, more than thirty (30) days have elapsed since the termination of Plaintiff’s employment with Defendants and Defendants still have not paid all of Plaintiff’s wages that were then due and owing at the time of her termination.

59. Defendants failed to pay the earned wages due and owing to Plaintiff upon his separation of employment. Defendants still have not paid Plaintiff all earned wages, thereby violating Labor Code section 201 and 203 and requiring Defendants to pay Plaintiff the maximum statutory thirty (30) day waiting time penalty.

60. Pursuant to Labor Code section 203, Plaintiff is entitled to recover a penalty equivalent to his daily rate of pay multiplied by thirty (30) days.

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FIFTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
IN VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.
(Against All Defendants)

61. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

62. At all times mentioned herein, Defendants employed Plaintiff.

63. Defendants, and each of them, are “persons” as defined under Business & Professions Code section 17021.

64. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other aggrieved employees, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

65. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

66. A violation of California Business & Professions Code section 17200, *et seq.*, may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of the California Business & Professions Code section 17200, *et seq.*

Failure to Pay Minimum Wage

67. Defendants’ failure to pay the legally required minimum wage in violation of the Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

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1 **Failure to Pay All Wages Including Overtime Wages**

2 68. Defendants' failure to pay legally required overtime wages in violation of the Labor
3 Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
4 Professions Code section 17200, *et seq.*

5 **Failure to Provide Meal and Rest Periods**

6 69. Defendants' failure to provide legally required meal periods and rest periods in
7 violation of the Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited
8 by Business and Professions Code section 17200, *et seq.*

9 **Failure to Provide Accurate Itemized Wage Statements**

10 70. Defendants' failure to provide legally required accurate itemized wage statements in
11 accordance with Labor Code section 226, as alleged above, constitutes unlawful and/or unfair
12 activity prohibited by Business and Professions Code section 17200, *et seq.*

13 **Failure to Pay All Wages Due and Payable Upon Separation of Employment**

14 71. Defendants' failure to timely pay legal required wages upon separation of
15 employment in accordance with Labor Code section 201, as alleged above, constitutes unlawful
16 and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

17 **Failure to Maintain Accurate Records**

18 72. Defendants' failure to maintain legally required and accurate records in accordance
19 with Labor Code sections 1174, 1174.5, and 1175, as alleged above, constitutes unlawful and/or
20 unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

21 **Failure to Provide 2021 COVID-19 Supplemental Paid Sick Leave**

22 73. Defendants' failure to provide legally required paid sick leave in accordance with
23 Labor Code sections 247 and 248.2, as alleged above, constitutes unlawful and/or unfair activity
24 prohibited by Business and Professions Code section 17200, *et seq.*

25 **Failure to Keep Requisite Notices in Workplace**

26 74. Defendants' failure to keep legally required requisite notices in the workplace in
27 accordance with Labor Code sections 3550, 1102.8, 6404.5(c)(1), 1183(d), 207, and 6328, as
28



1 alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions
2 Code section 17200, *et seq.*

3 **Failure to Regulate Hours and Days of Work**

4 75. Defendants' failure to regulate hours and days of work in accordance with Labor
5 Code section 558, as alleged above, constitutes unlawful and/or unfair activity prohibited by
6 Business and Professions Code section 17200, *et seq.*

7 76. By and through their unfair, unlawful, and/or fraudulent business practices described
8 herein, Defendants have obtained valuable property, money, and services from Plaintiff and have
9 deprived Plaintiff of his rights and benefits guaranteed by law, all to his detriment.

10 77. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful
11 conduct.

12 78. Plaintiff is entitled to, and seeks, such relief as may be necessary to disgorge the
13 profits which Defendants have acquired, or of which Plaintiff has been deprived, by means of the
14 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff is not obligated to
15 establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

16 79. Plaintiff is further entitled to, and seeks, a declaration that the above-described
17 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining the Defendants,
18 and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent
19 business practices in the future.

20 80. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
21 which he has suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business
22 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above,
23 Plaintiff has suffered and will continue to suffer irreparable harm unless Defendants, and each of
24 them, are restrained from continuing to engage in said unfair, unlawful, and/or fraudulent business
25 practices.

26 81. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff
27 is entitled to restitution of the wages withheld and retained by Defendants during a period that
28 commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring



1 Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to
2 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of
3 costs.

4 **SIXTH CAUSE OF ACTION**
5 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS**
6 **GENERAL ACT OF 2004 ("PAGA")**
7 **IN VIOLATION OF LABOR CODE § 2698, ET SEQ.**

8 **(Against All Defendants)**

9 82. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
10 set forth herein.

11 83. Labor Code sections 2698-2699.5, in relevant part, provides, "any provision of this
12 code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
13 Development Agency. . . for a violation of this code may, as an alternative, be recovered through a
14 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
15 former employees pursuant to the procedures specified in section 2699.3."

16 84. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
17 PAGA only after giving notice to the LWDA and the employer of the Labor Code sections alleged
18 to have been violation, and after receiving notice from the LWDA of its intention not to investigate,
19 or after sixty-five (65) days have passed without notice.

20 85. To the extent applicable, Plaintiff has satisfied in full the requirements of Labor
21 Code section 2699.3. Plaintiff sent notice to Defendants and the LWDA on or about August 30,
22 2021, detailing Defendants' alleged Labor Code violations. In particular, Plaintiff's notice alleged
23 violations of Labor Code sections 1194; 510; 1194; 1198; 226.7; 512; 1174; 1174.5; 1175; 226;
24 203; 247; 248.2; 3550; 1102.8; 6404.5(c)(1); 1183(d); 207; 6328; and 558.

25 86. LWDA did not provide notice of its intention to investigate Defendants' alleged
26 violations within sixty-five (65) calendar days of the postmark date of Plaintiff's notice.

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1 87. Plaintiff is an “aggrieved employee” under PAGA because he was employed by
2 Defendants during the applicable statutory period and suffered one (1) or more of the Labor Code
3 violations set forth in this Complaint.

4 88. Plaintiff seeks to recover, on her behalf, on behalf of the State, and on behalf of all
5 former and current aggrieved employees of Defendants, the civil penalties provided by PAGA, plus
6 reasonable attorney’s fees and costs through a representative action permitted by PAGA and the
7 California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.App.4th 969. Therefore, class
8 certification is not required.

9 89. Plaintiff seeks penalties pursuant to PAGA for the following Labor Code violations:

- 10 A. Failure to pay minimum wage in violation of Labor Code section 1194;
- 11 B. Failure to pay all wages including overtime wages in violation of Labor Code
- 12 sections 510, 1194, and 1198;
- 13 C. Failure to provide meal and rest periods in violation of Labor Code sections
- 14 226.7 and 512;
- 15 D. Failure to maintain accurate records in violation of Labor Code sections 1174,
- 16 1174.5, 1175, and 226(a);
- 17 E. Failure to provide accurate itemized wage statements in violation of Labor Code
- 18 section 226;
- 19 F. Failure to pay all wages due and payable upon separation of employment in
- 20 violation of Labor Code sections 203;
- 21 G. Failure to provide 2021 COVID-19 Supplemental Paid Sick Leave in violation
- 22 of Labor Code sections 247 and 248.2;
- 23 H. Failure to keep requisite notices in the workplace in violation of Labor Code
- 24 sections 3550, 1102.8, 6404.5(c)(1), 1183(a), 207, and 6328; and
- 25 I. Failure to regulate hours and days of work in violation of Labor Code section
- 26 558.

27 90. Labor Code section 2699 *et seq.* imposes a civil penalty of one hundred dollars
28 (\$100.00) per pay period, per aggrieved employee for initial violations, and two hundred dollars



1 (\$200.00) per pay period, per aggrieved employee for subsequent violations for all Labor Code
2 provisions for which a civil penalty is not specifically provided.

3 91. As a proximate result of the action and conduct described in the paragraphs above,
4 which constitute violations of certain Labor Code sections, Plaintiff and all other aggrieved
5 employees have been damaged in an amount according to proof at the time of trial and seeks civil
6 penalties and attorney's fees pursuant to Labor Code section 2699(f) and (g) against Defendants.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays, individually and on behalf of aggrieved employees,
9 judgment against Defendants, and each of them, as follows:

- 10 1. For economic damages according to proof;
- 11 2. For non-economic damages according to proof;
- 12 3. For an award of exemplary and punitive damages according to proof;
- 13 4. For penalties and premiums available under applicable law;
- 14 5. For an award of civil penalties pursuant to PAGA;
- 15 6. For declaratory and injunctive relief;
- 16 7. For an award of reasonable attorney's fees and costs;
- 17 8. For pre-judgment and post-judgment interest as provided by law; and
- 18 9. For such other and further relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

21 Dated: December 27, 2021

KRING & CHUNG, LLP

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23 By: _____

Tyler D. Krings
Attorneys for Plaintiff
TYLER HAWLEY

