

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Monica Bachner

1 MICHAEL R. CROSNER (SBN 41294)
mike@crosnerlegal.com
2 ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
3 BLAKE R. JONES (SBN 211221)
blake@crosnerlegal.com
4 ANNA K. WALTHER (SBN 281705)
anna@crosnerlegal.com
5 CROSNER LEGAL, PC
6 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
7 Tel: (310) 496-5818
8 Fax: (310) 510-6429

9 Attorneys for Plaintiff
VA PAU LO

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES
12
13

14 VA PAU LO, as an individual and on
behalf of all others similarly situated,

15
16 Plaintiff,

17 vs.
18

19 CYBERPOWER, INC. doing business as
20 CYBERPOWER P.C., a California
21 corporation; and DOES 1 to 50, inclusive,

22 Defendants.
23

CASE NO. **21STCV41181**

PRIVATE ATTORNEYS GENERAL ACT
("PAGA") REPRESENTATIVE
COMPLAINT

DEMAND FOR JURY TRIAL

24 Plaintiff Va Pau Lo ("Plaintiff"), an individual, on behalf of Plaintiff and all other
25 similarly aggrieved employees ("Aggrieved Employees"), hereby files this Complaint against
26 Defendants CYBERPOWER INC. doing business as CYBERPOWER P.C., a California
27 Corporation, (referred to hereinafter as "Defendant") and DOES 1-50, inclusive. Plaintiff is
28 informed and believes and thereon alleges as follows:

1 1. Plaintiff, VA PAU LO is, and at relevant times was, an individual domiciled in
2 the State of California and a citizen of the State of California who worked as an hourly non-
3 exempt warehouse worker for Defendant in the State of California.

4 2. Defendant, CYBERPOWER, INC. dba CYBERPOWER P.C. is a California
5 corporation that, at all relevant times, was authorized to do business within the State of California
6 and is doing business in the State of California. Defendant is a computer manufacturer and
7 distributor specializing in computer gaming hardware.

8 3. The true names and capacities of the DOE Defendants sued herein as DOES 1
9 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues each such
10 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
11 responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this
12 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
13 become known.

14 4. Plaintiff is informed and believes, and thereupon alleges that at all times herein,
15 Defendants, and each of them, were agents, servants, joint employers, employees, employers,
16 partners, and/or joint ventures of each other Defendant, and were, as such, acting within the
17 scope, course, and authority of said relationship. Each of the acts and/or omissions complained
18 of herein were alleged and made known to, and ratified by, each of the other Defendants. All
19 named Defendants and Doe Defendants are hereinafter collectively referred to as “Defendant”
20 or “Defendants.”

21 5. At all relevant times, Defendants were and are legally responsible for all of the
22 unlawful conduct, policies, practices, acts, and omissions complained of herein. Further,
23 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
24 the doctrine of *respondeat superior*. The conduct of Defendants’ managers and supervisors was
25 at all relevant times undertaken as employees of Defendants, acting within the scope of their
26 employment or authority in all of the unlawful activities described herein.

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

- 2
- 3
- 4
- 5

6

7
8
9
10

11
12
13
14

15

16

17
18
19
20
21
22
23
24
25
26
27
28

seventh (7th) consecutive workday in a workweek and by failing to incorporate all forms of non-discretionary remuneration, including but not limited to, bonus pay, into the regular pay rate for purposes of calculating the owed overtime rate.

11. Plaintiff did not receive compliant, timely ten (10) minute rest periods every four (4) hours or major fraction thereof. Any purported rest periods would be interrupted, cut short, on duty, and or late due to the nature and constraints of his job duties and or commentary from supervisors pressuring him to skip rest periods or take non-compliant rest periods. Defendant had no known policy in place nor instruction to Plaintiff regarding the taking or timing of rest periods. Moreover, based on information and belief, Plaintiff was required to remain on the worksite premises during any purported rest periods and thus remained under employer control, rendering any provided rest periods improper. Plaintiff was never paid a rest period premium for any missed or noncompliant rest period.

12. Throughout Plaintiff's employment, Plaintiff did not receive timely, uninterrupted off duty, thirty (30) minute meal periods for shifts on which Plaintiff worked at least five (5) hours. Plaintiff worked at least five (5) hours on each day worked for Defendants. Plaintiff was consistently unable to take timely, off duty, thirty (30) minute uninterrupted meal periods, often being forced to take late meal periods and/or work through part or all of his meal periods. Any purported meal periods would ordinarily be interrupted or cut short due to the nature and constraints of his job duties and/or due to commentary from supervisors pressuring him to take non-compliant meal periods or skip his meal period completely. On information and belief, regardless of whether compliant meal periods were provided, Defendant automatically deducted thirty (30) minutes per day from Plaintiff's time worked. Defendant did not pay Plaintiff a premium of an additional hour of wages at his regular rate of pay for each workday on which a compliant meal period was not provided. Defendant either failed to pay a meal period premium at all or failed to pay a proper meal period premium for every noncompliant meal period, by failing to incorporate all forms of non-discretionary remuneration, including but not limited to, bonus pay, into the regular wage rate for purposes of calculating the owed premium.

1 13. During his employment, Defendant failed to furnish Plaintiff accurate itemized
2 wage statements that complied with Labor Code section 226. Among other things, Plaintiff's
3 wage statements do not include: the actual total hours that Plaintiff worked during each pay
4 period, the correct overtime and double time rates, the correct total gross and net wages, including
5 all owed minimum and overtime wages and all owed sick leave pay at the properly accrued rate
6 (nor any other written statement of available sick leave each pay date per Labor Code section
7 246).

8 14. Moreover, on July 19, 2021, Plaintiff's counsel sent Defendant a written letter
9 requesting, among other things, a copy of Plaintiff's payroll records and personnel file. This letter
10 was addressed to Stanley Kwong Ho, Defendant's chief executive officer and agent for service
11 of process and sent via certified mail to Defendant's principal place of business as listed with the
12 California Secretary of State (730 Baldwin Park Boulevard, Industry, CA 91746). Defendant's
13 deadline to produce Plaintiff's employment records was August 9, 2021. Defendant failed to
14 produce the requested records by the statutory deadline and has not produced the records as of
15 the filing of this Complaint. Thus, Defendant is in violation of Labor Code §§ 226(b)-(c).

16 15. Plaintiff is informed and believes and allege thereon that Defendant engaged in
17 these same unlawful practices described herein with regard to the Aggrieved Employees, and
18 that Defendant applied to all of its non-exempt hourly employees in California the same unlawful
19 policies and practices applied to Plaintiff as described herein.

20 PAGA

21 16. Plaintiff brings this complaint under the Private Attorneys General Act of 2004,
22 Labor Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of the State
23 of California, regarding violations of the Labor Code as to all similarly aggrieved individuals
24 employed by Defendants in the State of California as hourly non-exempt employees. This action
25 is brought solely pursuant to PAGA and seeks no relief beyond that available under PAGA.

26 17. Under Labor Code section 2699.3, the LWDA must give written notice by
27 certified mail to the parties that it intends to investigate the alleged violations within 65 days of
28 the date of Plaintiff's written notice. Plaintiff has complied with the administrative exhaustion

1 procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5. Plaintiff gave
2 timely written notice by certified mail to Defendants of the violation of various provisions of the
3 California Labor Code as alleged in this complaint and filed notice of the violations online with
4 the Labor and Workforce Development Agency (“LWDA”). Plaintiff filed his initial notice with
5 the LWDA on August 23, 2021 and served Defendants via certified mail. The LWDA assigned
6 Plaintiff the following case number: LWDA-CM-842267-21.

7 18. The LWDA did not provide notice of its intention to investigate Plaintiff’s claims
8 on behalf of the State of California and the Aggrieved Employees after expiration of the 65-day
9 waiting time period, or at any time. Defendants also failed to cure within the time allotted by
10 PAGA. Consequently, Plaintiff has exhausted all administrative remedies and Plaintiff’s right to
11 file the instant lawsuit then duly accrued.

12 19. From one-year prior to Plaintiff’s filing of the required PAGA notice with the
13 Labor Workforce and Development Agency, and continuing through the present, as alleged herein,
14 Defendants violated Labor Code sections 201-203, 204, 210, 216, 221-223, 226, 226.7, 245-
15 248.5, 432.5, 432.7, 510, 512, 558, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2810.5 and
16 all relevant sections of the applicable Wage Orders, as to Plaintiff and all Aggrieved Employees
17 employed by Defendants who worked as hourly, non-exempt employees in California. These
18 violations subject Defendants to civil penalties as set forth in the foregoing statutes as well
19 as other provisions of the Labor Code, including without limitation Labor Code sections
20 203, 210, 225.5, 226, 226.3, 256, 510, 1174.5, 1197.1 and 2699.

21 20. Plaintiff is an “aggrieved employee” as that term is defined under the Labor Code
22 section 2699(c), as Plaintiff was employed by Defendants during the applicable statutory
23 limitations period and suffered one or more of the Labor Code violations set forth herein.
24 Accordingly, Plaintiff seeks to recover on behalf of himself and all Aggrieved Employees, the
25 civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

26 21. Plaintiff has standing to bring a PAGA action on behalf of the defined
27 Aggrieved Employees, as he was employed by Defendants and affected by one or more of
28 the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th

1 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed
2 by the employer – regardless of whether Plaintiff experienced all violations personally. *Id.* at
3 760-761.

4 THE “AGGRIEVED EMPLOYEES”

5 22. Plaintiff brings this action on behalf of Plaintiff and all similarly aggrieved
6 employees. The Aggrieved Employees shall be defined as follows: “All hourly, non-exempt
7 workers employed in California by Defendants at any time from one year and sixty-five days
8 prior to the filing of the initial complaint, through the present.”

9 FIRST CAUSE OF ACTION
10 VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT,
11 LABOR CODE SECTIONS 2698, ET SEQ.

12 23. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

13 24. Unpaid Minimum and Overtime Wages. At all times relevant to this complaint,
14 Cal. Labor Code § 1194 and IWC Wage Orders 7-2001 and 9-2001 (and all applicable IWC
15 Wage Orders), were in full force and effect and required that Defendants’ employees in
16 California be paid for all hours worked, up to forty per week or eight per day, at a regular time
17 rate no less than the mandated minimum wage.

18 25. Effective January 1, 2020, the minimum wage rate was \$13.00 per hour. On
19 January 1, 2021, this rate was increased to \$14.00 per hour.

20 26. “Employer” means “any person who directly or indirectly, or through an agent or
21 any other person, employs or exercises control over the wages, hours, or working conditions of
22 any person.” Cal. Lab. Code § 1182.12(b)(3).

23 27. At all times relevant to this complaint, Defendants were employers who, on
24 information and belief, employed 26 or more employees.

25 28. Pursuant to Cal. Labor Code § 510 and Section 3 of IWC Wage Orders 7-2001
26 and 9-2001 (and all applicable IWC Wage Orders), employees in California must be paid
27 overtime, equal to one and a half (1.5) times the employee’s regular rate of pay, for all hours
28 worked in excess of forty (40) per week or eight (8) per workday and must be paid double the
regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for

1 all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work
2 week, unless they are exempt.

3 29. Plaintiff and the Aggrieved Employees were hourly non-exempt employees who
4 regularly worked time for which they were not compensated, resulting in unpaid minimum and
5 overtime wages.

6 30. Plaintiff and the Aggrieved Employees were not paid for all hours worked
7 because Defendants directed, suffered, or permitted Plaintiff and Aggrieved Employees to
8 perform work off-the-clock, with such hours worked not recorded. Defendants also required
9 employees to record unpaid meal periods, despite Plaintiff and Aggrieved Employees not being
10 relieved of all duties and employer control during the thirty (30) minutes during which they were
11 required to clock out. This practice resulted in Plaintiff and the Aggrieved Employees not being
12 paid for all time worked, with regular off-the-clock work – including during the meal period –
13 resulting in the underpayment of minimum and overtime wages owed to Plaintiff and the
14 Aggrieved Employees, as well as record-keeping violations.

15 31. Defendants also violated California's overtime wage laws by failing to incorporate
16 all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, into
17 the regular pay rate used to calculate the overtime rate of pay. This miscalculation of the regular
18 pay rate and correct overtime rate of pay resulted in the miscalculation and, on information and
19 belief, the underpayment of owed overtime wages, as well as record-keeping violations.

20 32. Defendants further violated California's overtime wage laws by failing to blend
21 multiple rates of pay in calculating owed overtime wages. Defendants sometimes paid the
22 Aggrieved Employees multiple types/rates of pay in one pay period for the same kind of work
23 but failed to average the rates of pay when calculating overtime. Under California law, "[w]here
24 two rates of pay are paid during a workweek, the California method for determining the regular
25 rate of pay for calculating overtime in that workweek mirrors the federal method, based upon the
26 weighted average of all hourly rates paid." DLSE Manual 49.2.5 (citing 29 CFR § 778.115). This
27 "weighted average" method provides, "[w]here an employee in a single workweek works at two
28 or more different types of work for which different non-overtime rates of pay (of not less than

1 the applicable minimum wage) have been established, their regular rate for that week is the
2 weighted average of such rates. That is, the total earnings (except statutory exclusions) are
3 computed to include his compensation during the workweek from all such rates, and are then
4 divided by the total number of hours worked at all jobs. . ." 29 CFR section 778.115. Defendants'
5 failure to average the rates of pay when calculating overtime resulted in underpaid overtime at
6 times, as well as inaccurate and incomplete wage statements.

7 33. Meal Breaks. Under Labor Code §§ 226.7, 512, and IWC Wage Orders 7-2001
8 and 9-2001 (and all applicable IWC Wage Orders), Defendants were required to provide Plaintiff
9 and the Aggrieved Employees with one thirty (30) minute meal break free from all duties for all
10 shifts greater than five (5) but less than ten (10) hours in length, and a second thirty (30) minute
11 meal break free from all duties for all shifts of ten (10) hours or more. The first meal period must
12 be provided before the end of the fifth hour of work and the second meal period before the end
13 of the tenth hour of work. Employers covered by the Wage Orders have an obligation to both (a)
14 relieve their employees for at least one meal period for shifts over five hours, and (b) to record
15 having done so. If the employer fails to properly record a compliant meal period, it is presumed
16 no meal period was provided. Plaintiff and the Aggrieved Employees were not provided timely,
17 off-duty, uninterrupted thirty-minute meal periods.

18 34. Plaintiff and other Aggrieved Employees were suffered and permitted to take first
19 meal periods well after the fifth hour of work on a regular basis due to, including but not limited
20 to lack of relief workers available, and or the need to tend to incoming/outgoing shipments.
21 Defendants required or permitted Aggrieved Employees to remain on duty during meal periods
22 and or Defendants interrupted or cut short the Aggrieved Employees' meal periods by requiring
23 them to tend to work tasks during their meal periods. Defendants required the Aggrieved
24 Employees to clock out thirty minutes per shift, even when the meal periods provided were
25 noncompliant, being shortened, interrupted and/or on-duty meal periods. This policy and practice
26 for meal periods resulted in Plaintiff and the Aggrieved Employees not being compensated for
27 all hours worked as well as record-keeping violations. Defendants had actual and/or constructive
28 knowledge that Plaintiff and the Aggrieved Employees were not receiving timely, compliant,

1 uninterrupted meal periods, resulting in off-the-clock work, yet Defendants failed to pay the
2 Aggrieved Employees an additional hour of premium pay at their respective regular rate(s) of
3 pay for each day a meal period was missed or improper. Defendants either failed to pay any
4 premium pay for these denied meal periods or did not pay the proper premium, for failure to
5 incorporate all non-discretionary remuneration, including but not limited to, non-discretionary
6 bonus pay, into the regular rate of pay for purposes of calculating the owed meal period premium.

7 35. Rest Breaks. Plaintiff and other Aggrieved Employees did not receive compliant
8 net ten (10)-minute rest periods for every four (4) hours worked (or major fraction thereof), as
9 required by Labor Code 226.7 and IWC Wage Orders 7-2001 and 9-2001 (and all applicable
10 IWC Wage Orders). Plaintiff and other Aggrieved Employees regularly worked more than three-
11 and-one-half (3½) hours without being authorized or permitted to take a paid net ten (10) minute
12 rest period. Defendants required Plaintiff and other Aggrieved Employees to continuously work
13 without authorizing or providing paid rest periods. Any purported rest periods would be
14 interrupted, cut short, on duty, and or late due to the nature and constraints of the Aggrieved
15 Employees' job duties and or commentary from Defendants pressuring them to skip rest breaks
16 completely/take non-compliant rest breaks. Plaintiff and other Aggrieved Employees were
17 unable to avail themselves of their rest breaks for various reasons, including but not limited to,
18 pressure to meet deadlines and or make sales, lack of relief workers available, and or the need to
19 tend to incoming/outgoing shipments. Moreover, based on information and belief, Plaintiff and
20 other Aggrieved Employees were required to remain on the worksite premises during any
21 purported rest periods and thus remained under employer control, rendering any provided rest
22 periods noncompliant with California law. Defendants had no policy in place nor instruction
23 regarding the taking or timing of rest periods. Plaintiff and other Aggrieved Employees were
24 never paid a rest period premium for any noncompliant, missed or otherwise improper rest
25 period.

26 36. Inaccurate Wage Statements. California Labor Code § 226 and IWC Wage Orders
27 7-2001 and 9-2001 (and all applicable IWC Wage Orders), provide that, at the time of each
28 payment of wages, the employer must provide each employee with an itemized statement

1 showing, *inter alia*, gross wages earned, total hours worked, all deductions taken, net wages
2 earned, the inclusive dates for which the employee is being paid, the employee's name and last
3 four digits of their social security number, the name and address of the legal entity that it is the
4 employer, and all applicable hourly rates in effect during the pay period and all hours worked at
5 each rate.

6 37. Defendants knew or had reason to know Plaintiff and the Aggrieved Employees
7 were working during their meal breaks and otherwise working off-the-clock and not being paid
8 for all hours worked. Defendants knowingly and intentionally failed to provide Plaintiff and the
9 Aggrieved Employees with accurate, itemized wage statements as the wage statements provided
10 by Defendants do not accurately reflect, *inter alia*, the correct total hours worked. Due to
11 Defendants' unlawful practice for shortened/on-duty meal periods and other mandated off-the-
12 clock work as described herein, Defendants' wage statements fail to reflect the true total hours
13 the Aggrieved Employees worked, as required under Labor Code § 226. As a result of
14 Defendants' failure, Plaintiff and the Aggrieved Employees suffered injury. Accordingly,
15 Defendants have violated Cal. Labor Code § 226.

16 38. Record Keeping. California Labor Code sections 226 and 1174 require employers
17 to keep "accurate and complete" payroll records showing, among other things, the hours worked
18 daily by all hourly non-exempt employees. Section 7 of IWC Wage Orders 7-2001 and 9-2001
19 (and all applicable IWC Wage Orders), similarly requires employers to keep time records
20 showing, *inter alia*, when the employees begin and end each work period and reflecting the true
21 start and end times during which all owed meal periods are provided each day. At all relevant
22 times, Defendants have failed, and continue to fail, to keep the required time records, as
23 Defendants have failed to record the true start and end times of Plaintiff's and the Aggrieved
24 Employees' workdays and failed to record employee meal periods as time worked. Defendants'
25 failure to keep "accurate and complete" payroll records for Plaintiff and the Aggrieved
26 Employees violates Labor Code sections 1174, 1198-99, and Section 7 of IWC Wage Orders 7-
27 2001 and 9-2001 (and all applicable IWC Wage Orders). These violations subject Defendants to
28 civil penalties under the Labor Code, including without limitation sections 1174.5 and 2699.

1 Each violation of each Labor Code section and Wage Order provision, for each aggrieved
2 employee, results in a separate civil penalty.

3 39. Untimely Wages at Termination. Labor Code section 201 requires employers to
4 pay all wages earned and unpaid at the time of discharge, immediately upon discharge, and Labor
5 Code section 202 extends those provisions to employees who resign. For all Aggrieved
6 Employees no longer employed by Defendants, Defendants have an ongoing failure to pay such
7 aggrieved employees all wages earned and unpaid at the time of discharge or resignation, due to
8 Defendants' failure to pay, *inter alia*, all owed minimum and overtime wages and at the properly
9 accrued rates. These violations subject Defendants to civil penalties under the Labor Code,
10 including without limitation Labor Code sections 203, 256 and 2699. Each violation results in a
11 separate civil penalty, for each Aggrieved Employee for each pay period during which the
12 statutory provisions were violated.

13 40. Refusal to Pay Wages Due. Labor Code section 216 declares unlawful an
14 employer's refusal to pay wages due and payable and/or an employer's denial of the validity of
15 any claim to wages due. Defendants have violated this section by, *inter-alia*, failing to pay
16 Plaintiff and the Aggrieved Employees for all hours worked at the proper wage rate and by failing
17 to pay Plaintiff and the Aggrieved Employees an additional hour of premium wages for each
18 meal or rest period not provided/that was invalid. These violations subject Defendants to civil
19 penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for
20 each aggrieved employee, for each pay period during which the statute provisions were violated.

21 41. Statutory Wages. California Labor Code § 223 makes it unlawful for an employer
22 to secretly pay wages lower than required by statute while purporting to pay legal wages. As
23 described above, Defendants willfully and systematically denied Plaintiff and the Aggrieved
24 Employees minimum and overtime wage compensation for all hours worked which resulted in
25 the payment of less than statutorily required wages to them. Defendants acted with the intent to
26 deprive them of statutory wages, including, but not limited to, overtime wages and minimum
27 wages, to which they were entitled to under California law.

1 42. By virtue of its violations with respect to meal period, rest period, recordkeeping
2 provisions and minimum and overtime wage laws, Defendants further violated Labor Code
3 sections 1198 and 1199, which together make unlawful any employment of any employee under
4 conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to
5 comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174,
6 1197, and 1198, or order or ruling of the commission.

7 43. Background Checks. The Labor Code places certain procedural and substantive
8 limits on employers' ability to conduct employee background checks and on how employers can
9 use the information they obtain through those background checks. Labor Code section 1024.5
10 states that employers, except for financial institutions, may order a credit check only if the
11 individual works (or is applying to work) in certain positions, and Labor Code section 432.7
12 prohibits an employer from asking applicants about past arrest(s) unless they resulted in
13 conviction(s) and even then, certain limitations apply. Additionally, the ICRAA, and the FCRA
14 mandate several requirements prior to and following an employee background check, including
15 but not limited to, identifying an appropriate reason for the background check, a separate consent
16 form with required disclosures and certain formatting requirements, additional forms such as a
17 summary of rights, as well as proper notice of adverse actions taken, among other statutory
18 requirements.

19 44. Based on information and belief, Defendants required Plaintiff and the Aggrieved
20 Employees to submit to an unlawful criminal and/or financial background check as a condition
21 of obtaining and/or holding employment in violation of Labor Code sections 1024.5 and/or
22 432.7. Based on further information and belief, Defendants also required Plaintiff and the
23 Aggrieved Employees to agree in writing to unlawful background checks not in conformance
24 with the requirements of ICRAA and/or FCRA. These violations subject Defendants to civil
25 penalties under the Labor Code, including without limitation Labor Code sections 432.5, 432.7
26 and 2699. Each violation of each Labor Code section and Wage Order provision, for each
27 aggrieved employee, results in a separate civil penalty.

45. Under the provisions of PAGA and Labor Code sections 201-202, 204, 216, 221-223, 226, 226.7, 432.5, 432.7, 510, 512, 1024.5, 1174, 1194, 1197, 1198, 1199, 2810.5, and all relevant sections of IWC Wage Orders 7-2001 and 9-2001 (and all applicable IWC Wage Orders), as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, Defendants are liable for all statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein, or for default PAGA penalties under Labor Code section 2699(f) for any violation of a Labor Code section without a specified civil penalty.

46. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, Plaintiff is entitled to recover civil penalties, costs, plus reasonable attorney's fees and costs, all in an amount to be proved.

PRAYER

WHEREFORE, Plaintiff, prays for judgment against each Defendant, jointly and severally, as follows:

1. For civil penalties according to proof;
2. For reasonable attorney's fees and costs of suit; and
3. For such other and further relief as the Court deems just and proper.

Dated: November 8, 2021

CROSNER LEGAL, P.C.

Zuk

Michael R. Crosner
Zachary M. Crosner
Blake R. Jones
Anna K. Walther

Attorneys for Plaintiff VA PAU LO

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

Dated: November 8, 2021

CROSNER LEGAL, P.C.

Michael R. Crosner
Zachary M. Crosner
Blake R. Jones
Anna K. Walther

Attorneys for Plaintiff VA PAU LO