

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michelle Williams Court

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)

250 West First Street, Suite 216

Claremont, California 91711

Telephone: (909) 621-4988

Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

Attorney for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STANLEY MOSK COURTHOUSE

OSCAR ORELLANA, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

ENVIRONMENT CONTROL - PUENTE
HILLS, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NUMBER: 21STCV41665

**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 Oscar Orellana, individually and on behalf of all
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour
3 laws by his employers ENVIRONMENT CONTROL - PUENTE HILLS, INC. ("EC-PH" or
4 "Defendant"). Plaintiff makes the following allegations on information and belief, except as to
5 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

6 INTRODUCTION

7 1. Defendant is a company that provides cleaning and disinfecting services for
8 commercial businesses throughout the State of California. Defendant is a private, for-profit non-
9 union, janitorial business.

10 2. As a private, for-profit business, Defendant implemented common policies and
11 practices that have resulted in systemic violations of California's wage and hour laws. Defendant has
12 failed to implement adequate practices to protect the rights of its employees, particularly in light the
13 nature of its business, which is to maximize profits.

14 3. Defendant attempts to maximize profits by among other methods, understaffing of its
15 facilities and denying employees the ability to take meal and rest breaks.

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

21 5. Moreover, Defendant has uniformly failed to pay Plaintiff and other aggrieved
22 employees proper overtime wages due the fact that it improperly calculates the regular rate of pay,
23 and willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees
24 perform as a direct consequence of Defendant's understaffing and imposition of an unreasonable
25 workload.
26
27
28

6. Also, during the applicable statute of limitations period, Defendant's wage statements failed to provide for eighty (80) hours of available California supplemental COVID-19 sick leave and the amount remaining if used by Plaintiff and the other aggrieved employees.

JURISDICTION AND VENUE

7. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident of the State of California, and Defendant is licensed to do business under the laws of the State of California.

8. Venue is proper in this judicial district and the County of Los Angeles, California because Plaintiff resides in the County of Los Angeles and was assigned by Defendant to provide services for Defendant's customer in the City of La Verne, located in the County of Los Angeles. Moreover, many of Defendant's unlawful actions and omissions, as set alleged herein, occurred in the County of Los Angeles and elsewhere throughout the State of California.

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

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

THE PARTIES

11. During the statute of limitations period, Plaintiff was employed by Defendant working in Housekeeping, which is a non-exempt, hourly position. Defendant would assign Plaintiff and other aggrieved employees to work at various places throughout the state of California.

12. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all

1 times relevant hereto was, a corporation organized and existing under the laws of the State of
2 California and license to do business in the State of California.

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

10 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
12 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
13 legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the
14 employer and/or joint employer of Plaintiff and the other aggrieved employees.

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

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

1 17. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and
2 the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
3 unascertained but subject to proof at trial and within the jurisdiction of this Court.

4 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

20 **FACTUAL ALLEGATIONS**

21 **Failure to Provide Required Meal Periods**

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

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

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

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

15 23. Plaintiff and aggrieved employees often cannot timely simply stop working and take
16 their meal period, which often causes them to regularly miss and otherwise take non-compliant meal
17 periods.

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

25 **Failure to Provide Required Rest Breaks**

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

27 25. During the statute of limitations period, as part of Defendant's illegal policies and
28 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize

1 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
2 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

3 26. The same common policies and practices that deprive Plaintiff and other aggrieved
4 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
5 take their first and second and third rest breaks. As alleged herein, Defendant understaffs client
6 assignments which create so much work for Plaintiff and other aggrieved employees that they are
7 frequently unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to
8 secure permission before taking a rest break, which is often denied by supervisors.

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

14 **Failure to Pay Overtime Wages**

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

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

23 29. Plaintiff and other aggrieved employees are current and former non-exempt
24 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
25 applicable IWC Order. During the statute of limitations period, Defendant has failed to compensate
26 Plaintiff and other aggrieved employees for all overtime hours worked as required under the
27 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:
28 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by

1 California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or
2 suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal
3 and rest breaks, but not compensating them for this time, improperly calculating the regular rate of
4 pay based on shift differential and other remuneration, and other methods to be discovered.

5 30. In a short-sighted attempt to maximize profits, Defendant understaffs 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 Defendant has 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 Defendant's requirements. Defendant knows that Plaintiff and other aggrieved
12 employees perform this work off-the-clock work.

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

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

17 **[Cal. Lab. Code §§ 201 - 203]**

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

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

26 34. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
28 quits, the employers is liable for waiting time penalties in the form of continued compensation to the

1 employee at the same rate for up to 30 workdays.

2 35. During the statute of limitations period, Defendant has willfully failed to pay accrued
3 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
4 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
5 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
6 under California law. In addition, because Defendant has failed and continues to fail to properly
7 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
8 wages, and compensation for non-compliant meal and rest breaks, Defendant has also willfully
9 failed and continues to fail to pay accrued wages and other compensation to Plaintiff and other
10 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

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

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

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

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

25 38. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's
26 failure to provide timely and accurate itemized wage statements prevented them from discovering
27 the scope and extent of Defendant's violations of California wage and hour laws, prevented them
28 from being able to determine the gross wages earned, the total hours worked, all deductions made,

1 the net wages earned, all applicable hourly rates in effect during each pay period and the
2 corresponding number of hours worked at each hourly rate, the accurate rate of pay, available
3 amount of supplemental Covid-19 sick leave available and amount taken, and other violations yet to
4 be discovered.

5 **Failure to Maintain Required Records**

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

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

20 **Failure to Pay COVID-19 Supplemental Sick Leave**

21 **[Cal. Lab. Code §§ 248.1, 248.2]**

22 40. Plaintiff is informed and believes, during the statute of limitations period, Defendant
23 failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and compensate Aggrieved
24 Employees at their regular rate of pay for supplemental sick leave, i.e., their highest regular rate of
25 pay, taking into consideration non-discretionary bonuses, etc., in violation of California Labor Code
26 § 248.1(b)(3)(A). Defendant also failed to provide COVID-19 Supplemental Sick Leave to
27 Aggrieved Employees in violation of California Labor Code § 248.1(b)(2)(D). Defendant also failed
28 to accurately reflect any offset and/or the current amount of COVID-19 Supplemental Sick Leave

1 available to Aggrieved Employees on their wage statements, in violation of California Labor Code
2 §§ 248.1(b)(2)(D), 248.2 and for the reasons provided herein.

3 **Failure to Indemnify Employees for Necessary Expenditures**

4 **[Cal. Lab. Code § 2802; and all applicable IWC Wage Orders]**

5 41. California Labor Code § 2802(a) requires an employer to indemnify an employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
7 of her duties, or of his or her obedience to the directions of the employer. Moreover, § 7 of IWC
8 Wage Order 5-2001 or any other applicable Wage Order require employers to provide and maintain
9 uniforms for employees when such uniforms are required.

10 42. During the Statute of Limitations Period, Defendant has failed to reimburse
11 Aggrieved Employees for the mileage reimbursement, cellular telephone usage, safety glasses,
12 gloves and other protective gear. Plaintiff and other aggrieved employees were forced to purchase
13 their own equipment in order to work for Defendant, as a condition of employment. Defendant did
14 not reimburse Plaintiff and other Aggrieved Employees for the costs of the expenditures and all
15 mileage as alleged herein.

16 **FIRST CAUSE OF ACTION**

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

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

19 (On Behalf of Plaintiff against Defendant)

20 43. Plaintiff incorporates herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 42.

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

27 45. Plaintiff seeks to recover civil penalties through a representative action permitted by
28 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,

1 class certification is not required.

2 46. A plaintiff has standing to represent all aggrieved employees for all of her asserted
3 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
4 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
5 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c)).”).
6 Here, Plaintiff was not provided with meal period premium payments for late or untimely meal
7 periods, was not reimbursed mileage at the applicable rate and other California Labor Code
8 violations as alleged herein.

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

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

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

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

26 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
27 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
28 (\$500).

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

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

15 50. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
16 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
17 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
18 1194, 1197, and 1198.

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

21 **PRAYER FOR RELIEF**

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

- 24 1. For civil penalties according to proof;
- 25 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
- 26 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
- 27 attorneys' fees and costs; and
- 28

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

DATED: November 12, 2021

THE LAW OFFICE OF SCOTT ERNEST WHEELER

By: 

SCOTT ERNEST WHEELER

*Attorney for Plaintiff and the other Aggrieved
Employees*