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16 California and Aggrieved Employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

ELISE MEDINA, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

v.

CIRCLE K STORES INC., a Texas
corporation; and DOES 1 through 100,
inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

01/20/2022 at 01:19:27 PM

By: Suzanne Pesko, Deputy Clerk

Case No. **22CV005827**

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and
(f) OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY

1 Plaintiff Elise Medina (“Plaintiff”), by her attorneys, allege upon information and belief, except
2 for her own acts, which are alleged on knowledge, as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action on behalf of the state of California against Circle K Stores, Inc. (“Defendant” or “Circle K”).

6 2. Circle K is a convenience store and gas station chain incorporated in Texas and
7 headquartered in Tempe, Arizona. Circle K is registered to do business in the state of California and
8 employs thousands of employees within the state.

9 3. Circle K has maintained and continues to maintain unlawful policies and practices of
10 failing to properly compensate all current and former similarly situated, hourly, non-exempt employees
11 of Circle K, including but not limited to, lead customer service representative, store assistants, other
12 customer service representatives and other employees with similar job duties (“Aggrieved
13 Employees”). Throughout the relevant time period, Defendant:

14 (a) failed to provide compliant meal periods, or premium payments in lieu thereof,
15 to Plaintiff and Aggrieved Employees;

16 (b) failed to pay Plaintiff and Aggrieved Employees minimum wages;

17 (c) failed to pay Plaintiff and Aggrieved Employees overtime wages;

18 (d) failed to provide Plaintiff and Aggrieved Employees adequate/suitable seats;

19 (e) failed to reimburse Plaintiff and Aggrieved Employees for necessary business
20 expenditures;

21 (f) failed to timely pay Plaintiff and Aggrieved Employees full wages owed upon
22 termination or resignation; and

23 (g) failed to provide Plaintiff and Aggrieved Employees accurate, itemized wage
24 statements.

25 4. On behalf of the state of California, Plaintiff seeks to recover civil penalties for these
26 violations pursuant to Sections 2699(a) and (f) of PAGA.

27 **JURISDICTION AND VENUE**

28 5. Venue is proper in this County pursuant to Code of Civil Procedure §§ 395(a) and/or

395.5. Defendant conducts business, has jobsites, and employs Aggrieved Employees in this County, and as a result, the causes of action asserted arose in this County.

6. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendant because is is a company and/or corporation authorized to do business in the state of California, and because Defendant in fact does business and employs workers in the state of California.

PARTIES

7. Plaintiff Medina is an individual over the age of eighteen, and at all times relevant to this Complaint was a resident of the state of California.

8. Defendant Circle K is a Texas corporation, registered to do business and doing business in California. Circle K may be served with process by serving its registered agent, CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.¹

FACTUAL ALLEGATIONS

9. Circle K is a convenience store and gas station chain that owns, operates, and/or manages stores throughout the United States. Circle K has approximately 441 locations in California. Circle K employs thousands of employees in California.

10. Plaintiff is a former employee of Circle K. Plaintiff worked for Circle K from May 2021 to October 2021 in Victorville, California. Plaintiff worked as a customer service representative. Plaintiff was compensated at an hourly rate of \$14.00. Plaintiff worked at least eight hours per shift, four to six shifts per week, or approximately 32 to 48 hours per week.

11. Defendant conducted business under the laws of California, maintained and operated places of business in California, including in this County, and employed Aggrieved Employees in this County. Defendant is a "person" as defined in Labor Code § 18 and Business and Professions Code § 17201. Defendant is also an "employer" as that term is used in the IWC Wage Order No. 7-2001.

12. Aggrieved Employees were employed by Defendant throughout California, including in this County, and performed work materially similar to Plaintiff. Plaintiff and Aggrieved Employees

¹ <https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=01592199-29969131>

1 reported to a facility owned, operated, or managed by Defendant to perform their jobs. Plaintiff and
2 Aggrieved Employees performed their jobs under Defendant's supervision and using materials and
3 technology approved and supplied by Defendant. Defendant paid Plaintiff and Aggrieved Employees
4 on an hourly rate basis. At the end of each pay period, Plaintiff and Aggrieved Employees received
5 wages from Defendant that were determined by common systems and methods that Defendant selected
6 and controlled.

7 13. Aggrieved Employees were required to follow and abide by common work, time, pay,
8 meal break, and business reimbursement policies and procedures in the performance of their jobs and
9 duties.

10 14. As a matter of common policy and/or practice, Defendant failed to provide timely,
11 compliant meal breaks to Plaintiff and Aggrieved Employees. Defendant failed to provide breaks by
12 the required hour of work. Plaintiff and Aggrieved Employees were frequently forced to take their meal
13 breaks at least 20 minutes after the end of their fifth hour of work, often later.

14 15. In addition, Defendant: (i) failed to provide breaks that relieved Plaintiff and Aggrieved
15 Employees of all duty; (ii) failed to provide breaks that relinquished Defendant's control over the
16 activities of Plaintiff and Aggrieved Employees; (iii) failed to provide Plaintiff and Aggrieved
17 Employees a reasonable opportunity to take uninterrupted breaks for the full required period; and (iv)
18 impeded and discouraged Plaintiff and Aggrieved Employees from taking timely and compliant breaks.

19 16. Under the Labor Code and the applicable IWC Wage Order, Defendant was required to
20 pay premium wages to Plaintiff and Aggrieved Employees for failures to provide compliant meal
21 breaks. Defendant did not provide premium wages to Plaintiff and Aggrieved Employees in lieu of non-
22 compliant meal breaks.

23 17. In addition, as a matter of common policy and/or practice, Defendant failed to provide
24 Plaintiff and Aggrieved Employees timely compensation due for all hours worked, including minimum
25 wage and overtime. Defendant routinely required Plaintiff and Aggrieved Employees to perform
26 unrecorded and uncompensated work.

27 18. For instance, Plaintiff and Aggrieved Employees were required to clean up counters and
28 throw away trash after clocking out at the end of their shift. It took Plaintiff and Aggrieved Employees

1 at least five (5) minutes to clean up counters and throw away trash after each shift.

2 19. Defendant caused and was aware that Plaintiff and Aggrieved Employees were working
3 off-the-clock. Plaintiff and Aggrieved Employees were not provided with minimum wage
4 compensation or overtime pay for their off-the-clock work. The time spent working while off-the-clock
5 went unrecorded and uncompensated even though it should have been compensated at minimum wage
6 and/or overtime rates under California law, giving rise to minimum wage and overtime violations.
7 Defendant's common policy/practice of not compensating employees for all hours worked resulted in
8 Aggrieved Employees performing unpaid and unrecorded work for the benefit of Defendant.

9 20. In addition, as a matter of common policy and/or practice, Defendant failed to provide
10 Plaintiff and Aggrieved Employees suitable seats and/or an adequate number of suitable seats in
11 reasonable proximity to the work area, and did not permit Plaintiff and Aggrieved Employees to use
12 such seats even where it did not interfere with the performance of their duties.

13 21. In addition, as a matter of common policy and/or practice, Defendant failed to provide
14 Plaintiff and Aggrieved Employees reimbursement for all necessary expenditures or losses incurred by
15 Plaintiff and Aggrieved Employees in direct consequence of the discharge of their duties, or as a result
16 of their obedience to the directions of Defendant. Defendant systematically required Plaintiff and
17 Aggrieved Employees to utilize their cell phones in performance of their work duties, including to
18 respond to work-related text messages from their managers and/or supervisors. Defendant did not
19 reimburse Plaintiff and Aggrieved Employees for such expenses.

20 22. Defendant's failure to pay Plaintiff and Aggrieved Employees minimum wages and
21 overtime compensation for off-the-clock work, as well as failure to provide premium pay for non-
22 compliant meal periods and unreimbursed business expenses, results in a failure to provide accurate
23 itemized wage statements as required by California law to Plaintiff and Aggrieved Employees. The
24 wage statements Defendant provides are not accurate because they do not reflect the actual amount of
25 compensation owed to Plaintiff and Aggrieved Employees.

26 23. Further, Defendant failed to provide Plaintiff and Aggrieved Employees who are former
27 employees, with full payment of all wages owed upon separation from employment. At the time their
28 employment ended, Plaintiff and Aggrieved Employees were owed wages for all time worked,

1 including overtime, premium pay for non-complaint meal periods, and reimbursement for business
2 expenditures, whether their termination was voluntary or involuntary. Defendant failed to provide
3 Plaintiff and Aggrieved Employees with such owed compensation within the required time period.

4 24. Finally, Defendant required Plaintiff and Aggrieved Employees to enter into invalid and
5 unenforceable arbitration provisions as an express condition of employment, requiring employees to
6 waive their rights to “bring, maintain, participate in, or receive money from any class, collective or
7 representative proceeding.” Defendants’ actions in this regard gives rise to violations of Labor Code §
8 432.5, § 432.6, and Business and Professions Code §§ 16600 & 17200, *et seq.*

9 25. Defendant is aware that its policies and practices have deprived Plaintiff and Aggrieved
10 Employees of substantial pay for all time worked, that Plaintiff and Aggrieved Employees do not
11 receive legally compliant meal periods or premium pay for such non-complaint meal periods, that
12 Plaintiff and Aggrieved Employees are not reimbursed for business expenditures, and that and its policy
13 and practice of requiring Plaintiff and Aggrieved Employees to agree to unlawful provisions as a
14 condition of employment are prohibited under California law. Thus, Defendant’s conduct is deliberate
15 and willful.

16 26. Defendant’s unlawful conduct is widespread, repeated, and consistent as to Aggrieved
17 Employees and throughout Defendant’s operations in California. Defendant’s conduct is willful, carried
18 out in bad faith, and triggers significant civil penalties in an amount to be determined at trial.

19 **FIRST CAUSE OF ACTION**
20 **Penalties Pursuant to Labor Code § 2699(a)**
21 **(On Behalf of the state of California and Aggrieved Employees)**

22 27. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 28. Labor Code § 2699(a) provides:

25 Notwithstanding any other provision of law, any provision of this code that
26 provides for a civil penalty to be assessed and collected by the Labor and Workforce
27 Development Agency or any of its departments, divisions commissions, boards,
28 agencies or employees, for a violation of this code, may, as an alternative, be
recovered through a civil action brought by an aggrieved employee on behalf of
himself or herself and other current or former employees.

29. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by

1 Defendant, alleged above, to authorize, permit, and/or make available timely and compliant meal
2 periods in compliance with Labor Code § 512 and IWC Wage order 7-2001, in the amount of civil
3 penalties set forth in Labor Code § 558(a)(1) and (2).

4 30. Labor Code § 512(a) provides:

5 An employer shall not employ an employee for a work period of more than five
6 hours per day without providing the employee with a meal period of not less than
7 30 minutes, except that if the total work period per day of the employee is no more
8 than six hours, the meal period may be waived by mutual consent of both the
9 employer and employee. An employer shall not employ an employee for a work
10 period of more than 10 hours per day without providing the employee with a second
11 meal period of not less than 30 minutes, except that if the total hours worked is no
12 more than 12 hours, the second meal period may be waived by mutual consent of
13 the employer and the employee only if the first meal period was not waived.

11 31. IWC Wage order 7-2001, Section 11(A) provides:

12 No employer shall employ any person for a work period of more than five (5) hours
13 without a meal period of not less than 30 minutes, except that when a work period
14 of not more than six (6) hours will complete the day's work the meal period may
15 be waived by mutual consent of the employer and the employee.

14 32. Labor Code § 558(a)(1) and (2) sets forth the following civil penalties for violations of §
15 512(a) and "any provision regulating hours and days of work in any order of the Industrial Welfare
16 Commission":

17 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
18 pay period for which the employee was underpaid in addition to an amount sufficient
19 to recover underpaid wages.

20 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to
22 an amount sufficient to recover underpaid wages.

22 33. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
23 Defendant, alleged above, to timely compensate Plaintiff and Aggrieved Employees all wages due in
24 compliance with Labor Code § 204, in the civil penalties established by Labor Code § § 210(a) and (c).

25 34. Labor Code § 204 provides:

26 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
27 204.2, earned by any person in any employment are due and payable twice during
28 each calendar month, on days designated in advance by the employer as the regular
paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar
month shall be paid for between the 16th and the 26th day of the month during which

the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month...

* * *

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

35. Labor Code § 210(a) and (c) sets forth the following civil penalties for violations of § 204:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

* * *

(c) An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.

36. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, alleged above, to provide minimum wages in compliance with Labor Code §§ 1182.12 and 1197, in the amount of civil penalties set forth in Labor Code § 1197.1(a).

37. Labor Code § 1182.12 sets forth the minimum wages for all industries, including the following amounts for any employer who employs 26 or more employees: (i) “January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars (\$13) per hour”; (ii) “From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars (\$14) per hour”; and (iii) “From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.”

38. IWC Wage order 7-2001, Section 4 sets forth the following minimum wages for any employer who employs 26 or more employees: “Thirteen dollars (\$13.00) per hour for all hours worked, effective January 1, 2020.”

39. Labor Code § 1197 provides: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

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1 40. Labor Code § 1197.1(a) provides:

2 (1) For any initial violation that is intentionally committed, one hundred dollars
3 (\$100) for each underpaid employee for each pay period for which the employee is
4 underpaid. This amount shall be in addition to an amount sufficient to recover
5 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
6 penalties imposed pursuant to Section 203.

7 (2) For each subsequent violation for the same specific offense, two hundred fifty
8 dollars (\$250) for each underpaid employee for each pay period for which the
9 employee is underpaid regardless of whether the initial violation is intentionally
10 committed. This amount shall be in addition to an amount sufficient to recover
11 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
12 penalties imposed pursuant to Section 203.

13 41. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by
14 Defendant, alleged above, to provide overtime wages in compliance with Labor Code § 510, in the
15 amount of civil penalties set forth in Labor Code § 558(a)(1) and (2).

16 42. Labor Code § 510 provides:

17 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
18 one workday and any work in excess of 40 hours in any one workweek and the first
19 eight hours worked on the seventh day of work in any one workweek shall be
20 compensated at the rate of no less than one and one-half times the regular rate of pay
21 for an employee. Any work in excess of 12 hours in one day shall be compensated
22 at the rate of no less than twice the regular rate of pay for an employee. In addition,
23 any work in excess of eight hours on any seventh day of a workweek shall be
24 compensated at the rate of no less than twice the regular rate of pay of an employee.

25 43. Labor Code § 558(a)(1) and (2) sets forth the following civil penalties for violations of §
26 510:

27 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
28 pay period for which the employee was underpaid in addition to an amount sufficient
29 to recover underpaid wages.

30 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
31 employee for each pay period for which the employee was underpaid in addition to
32 an amount sufficient to recover underpaid wages.

33 44. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by
34 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees accurate, itemized wage
35 statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226.3.

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1 45. Labor Code § 226(a) provides:

2 Every employer shall, semimonthly or at the time of each payment of wages, furnish
3 each of his or her employees, either as a detachable part of the check, draft, or
4 voucher paying the employee's wages, or separately when wages are paid by
5 personal check or cash, an accurate itemized statement in writing showing (1) gross
6 wages earned, (2) total hours worked by the employee, except for any employee
7 whose compensation is solely based on a salary and who is exempt from payment
8 of overtime under subdivision (a) of Section 515 or any applicable order of the
9 Industrial Welfare Commission, (3) the number of piece-rate units earned and any
10 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
11 provided that all deductions made on written orders of the employee may be
12 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
13 the period for which the employee is paid, (7) the name of the employee and his or
14 her social security number, (8) the name and address of the legal entity that is the
15 employer, and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee. The
17 deductions made from payments of wages shall be recorded in ink or other indelible
18 form, properly dated, showing the month, day, and year, and a copy of the statement
19 or a record of the deductions shall be kept on file by the employer for at least four
20 years at the place of employment or at a central location within the state of
21 California.

22 46. Labor Code § 226.3 sets forth the following civil penalties for violations of § 226(a):

23 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
24 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
25 in an initial citation and one thousand dollars (\$1,000) per employee for each
26 violation in a subsequent citation, for which the employer fails to provide the
27 employee a wage deduction statement or fails to keep the records required in
28 subdivision (a) of Section 226. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

29 47. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
30 Workforce Development Agency ("LWDA") with notice of her intention to file this claim on November
31 10, 2021. See LWDA Case No. LWDA-CM-851991-21, available at:
32 <https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002a000EAI>. At least
33 sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the
34 administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

35 48. Plaintiff seeks the aforementioned penalties on behalf of the state, other Aggrieved
36 Employees, and herself as set forth in Labor Code § 2699(g)(1). Defendant is liable for the civil
37 penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of
38 attorneys' fees and costs as set forth below. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(f)
(On Behalf of the state of California and Aggrieved Employees)

49. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

50. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f).

51. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

52. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendant, alleged above, to provide premium payments for missed or non-compliant meal periods in violation of Labor Code § 226.7(c).

53. Labor Code § 226.7(c) provides:

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendant, alleged above, to timely provide wages earned and unpaid upon the discharge or quitting of employment, in compliance with Labor Code §§ 201 and 202.

55. Labor Code § 201(a) provides:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

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1 56. Labor Code § 202(a) provides:

2 If an employee not having a written contract for a definite period quits his or her
3 employment, his or her wages shall become due and payable not later than 72 hours
4 thereafter, unless the employee has given 72 hours previous notice of his or her
5 intention to quit, in which case the employee is entitled to his or her wages at the
6 time of quitting. Notwithstanding any other law, an employee who quits without
7 providing a 72-hour notice shall be entitled to receive payment by mail if he or she
8 so requests and designates a mailing address. The date of the mailing shall constitute
9 the date of payment for purposes of the requirement to provide payment within 72
10 hours of the notice of quitting.

11 57. Alternatively, Plaintiff seeks civil penalties for violations of Labor Code §§ 201 and 202
12 above, pursuant to Labor Code § 2699(a); Defendant failed to pay Plaintiff and Aggrieved Employees
13 who are former employees, at least minimum wage owed upon discharge or quitting, implicating the
14 civil penalties set forth in Labor Code § 1197.1(a).

15 58. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by
16 Defendant, alleged above, to reimburse Plaintiff and Aggrieved Employees for “all necessary business
17 expenditures or losses” in compliance with Labor Code § 2802.

18 59. Labor Code § 2802 provides:

19 An employer shall indemnify his or her employee for all necessary expenditures or
20 losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer, even though
22 unlawful, unless the employee, at the time of obeying the directions, believed them
23 to be unlawful.

24 60. Plaintiff also seeks civil penalties pursuant to Labor Code § 1998 and IWC Wage Order
25 No. 7-2001 section 14 for each failure by Defendant to provide adequate and requisite seating to
26 Plaintiff and Aggrieved Employees.

27 61. IWC Wage Order 7-2001, Section 14 provides:

28 (A) All working employees shall be provided with suitable seats when the nature of the
 work reasonably permits the use of seats.

 (B) When employees are not engaged in the active duties of their employment and the
 nature of the work requires standing, an adequate number of suitable seats shall be placed
 in reasonable proximity to the work area and employees shall be permitted to use such
 seats when it does not interfere with the performance of their duties.

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62. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

63. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the LWDA with notice of her intention to file this claim on November 5, 2021. See LWDA Case No. LWDA-CM-851991-21, available at: <https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002a0O0EAI>. At least sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

64. Plaintiff seeks the aforementioned penalties on behalf of the state, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(1). Defendant is liable for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

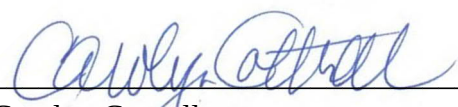
1. For the Court to declare, adjudge, and decree that Defendant has violated the California Labor Code as alleged herein;
2. For an order awarding the state of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For interest as provided by applicable law;
4. For an award of reasonable attorneys' fees;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: January 20, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

By: _____


Carolyn Cottrell
Attorney for Plaintiff

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JURY DEMAND

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: January 20, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

By: _____


Carolyn Cottrell
Attorney for Plaintiff