Electronically Filed by Superior Court of California, County of Orange, 01/11/2022 12:50:10 PM.
30-2022-01240353-CU-OE-CXC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By Georgina Ramirez, Deputy Clerk.

Carolyn H. Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
Brian G. Lee (SBN 300990)
Frank A. Perez (SBN 305832)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
blee@schneiderwallace.com
fperez@schneiderwallace.com

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

Assigned for all Purposes
Judge Peter Wilson

CX-102

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

SCOTT COMBS, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

v.

MORLEY COMPANIES, INCORPORATED, a Michigan corporation; HYUNDAI MOTOR AMERICA, a California company ; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2022-01240353-CU-OE-CXC

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

DEMAND FOR JURY

Plaintiff Scott Combs ("Plaintiff' or "Combs"), by his attorneys, allege upon information and belief, except for his own acts, which are alleged on knowledge, as follows:

INTRODUCTION

1. Plaintiff brings this Labor Code Private Attorneys General Act ("PAGA") enforcement action on behalf of the state of California against Defendants Morley Companies, Incorporated ("Morley") and Hyundai Motor America ("Hyundai") (collectively, "Defendants").

2. Morley is a company that provides business services to its clients, including but not limited to customer care services. Hyundai is one of Morley's business clients. Hyundai is a company that markets, makes, sells, and services Hyundai vehicles for the U.S. market.

3. Morley and Hyundai have maintained and continue to maintain unlawful policies and practices of failing to properly compensate their current and former non-exempt hourly employees of Defendants, including but not limited to customer service specialists, customer affairs specialists, customer service team leads, customer service representatives, customer service messaging agents, and other employees with similar job duties ("Aggrieved Employees"). Throughout the relevant time period, Defendants:

(a) failed to timely pay Plaintiff and Aggrieved Employees for all hours worked;

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

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

(d) failed to provide compliant meal and rest periods and failed to pay Plaintiff and Aggrieved Employees premium payments for non-compliant meal and rest periods;

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

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

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

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

JURISDICTION AND VENUE

5. Venue is proper in this County pursuant to Code of Civil Procedure §§ 395(a) and/or 395.5. Defendants conduct business, have jobsites, and employ Aggrieved Employees in this County, and as a result, the causes of action asserted arose in whole or in part in this County.

6. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendants because each are companies and/or corporations authorized to do business in the state of California, and because Defendants in fact do business and employ workers in the state of California.

PARTIES

7. Plaintiff Combs 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 Morley is a Michigan Domestic Profit Corporation, licensed and doing business in the state of California. Morley's "Western Region" office is located at 2030 Main Street, Suite 1300, Irvine, CA 92614. Morley may be served with process by serving its registered agent, CT Corporation, 330 N Brand Blvd., Suite 700, Glendale, CA 91203.[1]

9. Defendant Hyundai is a California corporation. Hyundai's principal office is 10550 Talbert Ave., Fountain Valley, CA 92708.[2] Hyundai may be served with process by serving its registered agent, Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833.

FACTUAL ALLEGATIONS

10. Morley is a company that provides business services to Fortune 500 and Global 100 clients. Morley provides, among other things, services in connection with contact centers, customer and technical help desks, back-office processing, meetings and incentives programs, and exhibit-design and production to its business clients. Morley has approximately 1,200 employees across its locations, including thousands of employees in California. Morley's customer care service branch, which works

---

[1] https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=04306018-26732443

[2] https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=01274114-30631877

with automotive, health care and other industries, places hundreds of employees with companies such as Hyundai.

11. Hyundai is a company that markets, makes, sells, and services Hyundai vehicles for the U.S. market. Hyundai has approximately 700 employees across all of its locations, including thousands of employees in California.

12. Plaintiff is a former employee of Defendants. Plaintiff worked for Defendants from February 2019 to April 2021 in Fountain Valley, California, and/or remotely. Plaintiff worked as a customer service representative and was compensated at an hourly rate of $23.00. Plaintiff worked at least eight hours per shift, five shifts per week, or approximately 40 hours or more per week. On some occasions, notably during peak season from April to July, Plaintiff worked at least nine hours per shift, five shifts per week for a total of 45 hours or more per week.

13. Aggrieved Employees are employed by Defendants throughout California, including in this County, and perform work materially similar to Plaintiff. Defendants pay/paid Aggrieved Employees, including Plaintiff, on an hourly rate basis.[3]

14. At all relevant times, Defendants have conducted business under the laws of California, have had places of business in California, including in this County, and have employed Aggrieved Employees in this County. Defendants are "persons" as defined in Labor Code § 18 and Business and Professions Code § 17201. Defendants are also "employers" as that term is used in the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders.

15. Defendants jointly exercised control over Plaintiff and Aggrieved Employees with respect to their employment. Defendants employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the wages, hours or working conditions of Plaintiff and Aggrieved Employees, or suffer or permit Plaintiff and Aggrieved Employees to work, or engage Plaintiff and Aggrieved Employees, thereby creating a common law employment relationship.

16. Aggrieved Employees are required to follow and abide by common work, time, and pay policies and procedures in the performance of their jobs and duties. The policies and practices of

[3] Although Plaintiff is a former employee, Aggrieved Emoployees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

Defendants have at all relevant times been similar for Plaintiff and Aggrieved Employees in California.

17. At the end of each pay period, Aggrieved Employees receive wages from Defendants that are determined by common systems and methods that Defendants select and control.

18. As a matter of policy and/or practice, Defendants fail to provide compliant meal and rest breaks to Plaintiff and Aggrieved Employees. Defendants' policies and practices caus Plaintiff and Aggrieved Employees to systematically miss their meal and/or rest breaks. Defendants fail to authorize, permit, and/or make available timely and compliant meal and rest breaks to Plaintiff and Aggrieved Employees. Defendants: (i) fail to provide such breaks by the required hour of work; (ii) fail to provide breaks that relieved Plaintiff and Aggrieved Employees of all duty; (iii) fail to provide breaks that relinquished Defendants' control over the activities of Plaintiff and Aggrieved Employees; (iv) fail to provide Plaintiff and Aggrieved Employees a reasonable opportunity to take uninterrupted breaks for the full required period; and (v) impede and discourage Plaintiff and Aggrieved Employees from taking timely and compliant breaks.

19. Under the Labor Code and applicable IWC Wage Orders, Defendants are required to pay premium wages to Plaintiff and Aggrieved Employees for failures to provide compliant meal and rest breaks. Defendants do not provide premium wages to Plaintiff and Aggrieved Employees in lieu of missed or non-compliant meal and rest breaks, due to them under the law.

20. In addition, as a matter of policy and/or practice, Defendants fail to provide Plaintiff and Aggrieved Employees their compensation due for all hours worked, including minimum wage and overtime. Defendants routinely require Plaintiff and Aggrieved Employees to perform unrecorded and/or uncompensated work.

21. For instance, Plaintiff and Aggrieved Employees are required to handle over 100 customer service cases at one time, and were expected to resolve approximately 20 to 25 cases within one week, or they would be written up. Defendants threaten Aggrieved Employees with termination if Aggrieved Employees are written up three times for failing to resolve their cases in a timely manner. Plaintiff and Aggrieved Employees are systematically unable to resolve this volume of cases within a 40-hour week. Thus, as a matter of practice, Plaintiff and Aggrieved Employees are forced to work off-the-clock, i.e., in the morning before clocking in for their shift and after clocking out at the end of their

shift.

22. Defendants cause and are aware that Plaintiff and Aggrieved Employees are working off-the-clock. Plaintiff and Aggrieved Employees are not provided with minimum wage compensation or overtime pay for their off-the-clock work. The time spent working while off-the-clock goes unrecorded and uncompensated even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Defendants' policy/practice of not compensating employees for all hours worked that results in Aggrieved Employees performing services for the benefit of Defendants while off-the-clock.

23. In addition, as a matter of policy and/or practice, Defendants fail to provide Plaintiff and Aggrieved Employees reimbursement for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants. Defendants systematically require Plaintiff and Aggrieved Employees to provide their own internet plans and office supplies necessary to the performance of their work duties. Defendants did not reimburse Plaintiff and Aggrieved Employees for such expenses.

24. Defendants' failure to record all hours worked, non-compliant meal and rest periods, and reimbursement for business expenditures results in Defendants' failure to provide Plaintiff and Aggrieved Employees with itemized accurate wage statements as required by California law. Plaintiff and Aggrieved Employees receive wage statements that do not reflect all hours worked, including overtime premiums, premium pay for missed meal and rest periods and reimbursement for business expenditures.

25. Further, Defendants failed to provide Plaintiff and Aggrieved Employees who are former employees, with full payment of all wages owed upon separation from employment. At the time their employment ended, Plaintiff and Aggrieved Employees were owed wages for all time worked, including overtime, premium pay for non-complaint meal and rest periods, and reimbursement for business expenditures, whether their termination was voluntary or involuntary. Defendants failed to provide Plaintiff and Aggrieved Employees with such owed compensation within the required time period.

26. Defendants are aware that their policies and practices deprive Plaintiff and Aggrieved

Employees of substantial pay for all time worked, including at overtime rates of pay, that Plaintiff and Aggrieved Employees do not receive legally compliant meal and rest periods or premium pay for such non-complaint meal and rest periods, and that Plaintiff and Aggrieved Employees are not reimbursed for business expenditures. Thus, Defendants' denial of wages, including overtime premiums, compliant meal and rest periods, premium pay for non-compliant meal and rest periods, and reimbursement for business expenditures to Plaintiff and Aggrieved Employees is deliberate and willful.

27. Defendants' unlawful conduct is widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' operations in California. Defendants' conduct is willful, carried out in bad faith, and triggers significant civil penalties in an amount to be determined at trial.

FIRST CAUSE OF ACTION

Penalties Pursuant to Labor Code § 2699(a)

(On Behalf of the state of California and Aggrieved Employees)

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

29. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions commissions, boards, 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.

30. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to authorize, permit, and/or make available timely and compliant meal and rest periods in compliance with Labor Code § 512 and IWC Wage order 4-2001, in the amount of civil penalties set forth in Labor Code § 558(a)(1) and (2).

31. Labor Code § 512(a) provides:

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

32. IWC Wage order 4-2001, Section 11(A) provides:

> No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an —on duty meal period and counted as time worked.

33. IWC Wage order 4-2001, Section 12(A) provides:

> Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. 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 or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages

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

> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
>
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

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

36. Labor Code § 204 provides:

> (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during 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.

37. 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.

38. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, 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).

39. Labor Code § 1182.12 sets forth the minimum wages for all industries, including the following amounts for any employer who employes 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."

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

41. 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."

///

///

42. Labor Code § 1197.1(a) provides:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
>
> (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

44. Labor Code § 510 provides:

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

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

> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
>
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

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

///

///

47. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her 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, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the state of California.

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

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

49. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim on November 5, 2021. See LWDA Case No. LWDA-CM-851278-21, available at: https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002ZzRrEAK. 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).

50. Plaintiff seeks the aforementioned penalties on behalf of the state, other Aggrieved Employees, and himself as set forth in Labor Code § 2699(g)(1). Defendants are 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.

SECOND CAUSE OF ACTION

Penalties Pursuant to Labor Code § 2699(f)

(On Behalf of the state of California and Aggrieved Employees)

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

52. 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).

53. 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.

54. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendants, alleged above, to provide premium payments for missed or non-compliant meal and rest periods in compliance with Labor Code § 226.7(c).

55. 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.

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

57. 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.

///

///

58. Labor Code § 202(a) provides:

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

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

60. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendants, alleged above, to reimburse Plaintiff and Aggrieved Employees for "all necessary business expenditures or losses" in compliance with Labor Code § 2802.

61. Labor Code § 2802 provides:

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

62. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the LWDA with notice of his intention to file this claim on November 5, 2021. See LWDA Case No. LWDA-CM-851278-21, available at: https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002ZzRrEAK. 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).

63. Plaintiff seeks the aforementioned penalties on behalf of the state, other Aggrieved Employees, and himself as set forth in Labor Code § 2699(g)(1). Defendants are 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 Defendants have 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 11, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

By: ______________________
Carolyn Cottrell
Attorney for Plaintiff

JURY DEMAND

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

Dated: January 11, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

By: ______________________
Carolyn Cottrell
Attorney for Plaintiff