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7 Attorneys for ALBERTO MAGANA SALAS,
on behalf of himself and all other aggrieved employees

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 MERCED COUNTY – OLD MERCED COURTHOUSE

11
12 ALBERTO MAGANA SALAS, on behalf of
himself and all other aggrieved employees,

13
14 PLAINTIFF,

15 vs.

16 BOWLES FARMING COMPANY, INC., a
17 California corporation; and DOES 1 through
18 100, inclusive,

19 DEFENDANTS.
20
21

CASE NO.: 22CV-00064

REPRESENTATIVE ACTION

COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE § 2698 *et seq.*

1 PLAINTIFF Alberto Magana Salas (“PLAINTIFF”), on behalf of himself and all other aggrieved
2 employees, alleges as follows:

3 **INTRODUCTION**

4 PLAINTIFF brings this action on behalf of himself and all other aggrieved employees of
5 Defendants BOWLES FARMING COMPANY, INC. (“BOWLES FARMING”) and DOES 1 through
6 100, inclusive (collectively, “DEFENDANTS”) to recover civil penalties arising from unpaid wages
7 earned and due, including but not limited to unpaid and unlawfully calculated overtime compensation,
8 unlawful meal and rest break policies and practices, failure to pay all wages due to discharged or quitting
9 employees, failure to pay reporting time wages, failure to reimburse business expenses, failure to
10 maintain required records, failure to provide accurate itemized wage statements, and failure to timely
11 pay wages during employment.

12 **THE PARTIES**

13 1. PLAINTIFF is a resident of the State of California. At all times relevant to this action,
14 PLAINTIFF has been employed by DEFENDANTS in the County of Merced, State of California as an
15 hourly, non-exempt employee.

16 2. PLAINTIFF is informed and believes, and thereon alleges, that Defendant BOWLES
17 FARMING, is, and all times relevant to this action was, a corporation organized and existing under the
18 laws of the State of California. PLAINTIFF is further informed and believes, and based thereon alleges,
19 that Defendant BOWLES FARMING is authorized to transact and conduct business in the State of
20 California and does transact and conduct business in the California, including in the County of Merced,
21 State of California. Further, BOWLES FARMING maintains grounds, facilities, and offices in the
22 County of Merced, State of California.

23 3. At this time, the true names and capacities of DOES 1 through 100, inclusive, are
24 unknown to PLAINTIFF, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names.
25 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is
26 in some manner responsible for the occurrences alleged herein, and that PLAINTIFF and other aggrieved
27 employees’ injuries and damages were proximately caused by the conduct of said DOE defendants.

1 PLAINTIFF will seek leave of the court to amend this Complaint to allege the true names and capacities
2 of said DOE defendants when such information is ascertained.

3 4. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant
4 times, DEFENDANTS were joint employers of PLAINTIFF and other aggrieved employees.
5 PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant to this action,
6 DEFENDANTS were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
7 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners,
8 joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was dominated
9 by his, her, or its codefendants, and each was the alter ego of the other.

10 5. PLAINTIFF is informed and believes, and based thereon alleges, that in perpetrating the
11 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
12 furtherance of, their policies and practices of not paying PLAINTIFF and other aggrieved employees all
13 wages earned and due, through methods, practices, and schemes which include, but are not limited to:
14 failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain
15 records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages
16 during employment; and requiring, permitting, or suffering the employees to work off the clock, in
17 violation of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage
18 Order(s).

19 6. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of
20 the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS,
21 each acting as agents and/or employees, and/or under the direction and control of, each of the other
22 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,
23 employment, and/or direction and control.

24 7. PLAINTIFF is informed and believes, and based thereon alleges, that in accordance with
25 Labor Code Section 558.1, DEFENDANTS and any person acting on behalf of DEFENDANTS are
26 liable for violating, or causing to violate, any provision regulating minimum wages or hours and days
27

1 of work in any order of the Industrial Welfare Commission, or Labor Code Sections 203, 226, 226.7,
2 1193.6, 1194, or 2802.

3 **JURISDICTION AND VENUE**

4 8. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business in
6 California and regularly conduct business in the State of California.

7 9. No federal question is at issue because the claims are based exclusively on California
8 state law.

9 10. Venue is proper in this judicial district and the County of Merced, California because
10 among other things, PLAINTIFF and the other aggrieved employees were employed and performed
11 work for DEFENDANTS in the County of Merced; DEFENDANTS maintain grounds, facilities, and
12 offices, and transact business in the County of Merced; DEFENDANTS' unlawful policies, procedures,
13 and practices, which are the subject of this action were applied to PLAINTIFF and other aggrieved
14 employees in the County of Merced; and DEFENDANTS' unlawful acts and omissions occurred in the
15 County of Merced.

16 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

17 11. At all relevant times, DEFENDANTS owned and operated farming business(es) and
18 operations and has employed PLAINTIFF as an hourly non-exempt agricultural employee. PLAINTIFF
19 has been employed by DEFENDANTS since February 2020 and is currently still working for
20 DEFENDANTS.

21 12. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
22 Sections 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and former
23 non-exempt aggrieved employees of DEFENDANTS in the State of California at any time within the
24 period beginning one (1) year and sixty-five (65) days prior to the filing of this action and ending at the
25 time this action settles or proceeds to final judgment (the "PAGA PERIOD").

26 13. In accordance with Labor Code Section 2699.3, on or about November 1, 2021,
27 PLAINTIFF gave written notice to the California Labor and Workforce Development Agency

1 (“LWDA”), by filing a PAGA Notice online, a copy of which was sent by certified mail to
2 DEFENDANTS notifying them of the specific provisions of the Labor Code and IWC Wage Order(s)
3 alleged to have been violated, including the facts and theories to support the alleged violations.

4 14. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
5 violations within sixty-five (65) calendar days of the postmark date of PLAINTIFF’S PAGA Notice.
6 Since PLAINTIFF has waited more than sixty-five (65) days from the November 1, 2021 postmark date
7 of PLAINTIFF’s PAGA Notice before filing this Civil Action, PLAINTIFF has complied with all of the
8 requirements in Labor Code Section 2699.3 to commence a representative action under the PAGA.

9 15. California Judicial Council Emergency Rule 9 related to COVID-19 tolled the statute of
10 limitations applicable to this action for five months and 25 days from April 6, 2020 to October 1, 2020.
11 “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that
12 exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” PAGA’s statute of limitations is
13 governed by the Code of Civil Procedure Section 340 and thus is subject to modification by the
14 California Judicial Council.

15 16. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
16 Sections 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and former
17 non-exempt aggrieved employees of DEFENDANTS in the State of California beginning from April 6,
18 2020 (as tolled by Emergency Rule 9) and ending at the time this action settles or proceeds to final
19 judgment (the “PAGA PERIOD”).

20 **PREDICATE VIOLATIONS**

21 **Failure to Provide Compliant Meal Periods**

22 **(Labor Code §§ 226.7, 512; IWC Wage Order No. 14, § 11)**

23 17. Labor Code Section 512 provides in relevant part, “An employer shall not employ an
24 employee for a work period of more than five hours per day without providing the employee with a meal
25 period of not less than 30 minutes, except that if the total work period per day of the employee is no
26 more than six hours, the meal period may be waived by mutual consent of both the employer and
27 employee. An employer shall not employ an employee for a work period of more than 10 hours per day

1 without providing the employee with a second meal period of not less than 30 minutes, except that if the
2 total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent
3 of the employer and the employee only if the first meal period was not waived.”

4 18. IWC Wage Order 14 § 11 states, “(A) An employer may not employ an employee for a
5 work period of more than five (5) hours without providing the employee with a meal period of not less
6 than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s
7 work the meal period may be waived by mutual consent of employer and employee. Unless the employee
8 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty”
9 meal period and counted as time worked. An “on duty” meal period shall be permitted only when the
10 nature of the work prevents an employee from being relieved of all duty and when by written agreement
11 between the parties an on-the-job paid meal period is agreed to. (B) An employer may not employ an
12 employee for a work period of more than ten (10) hours per day without providing the employee with a
13 second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12
14 hours, the second meal period may be waived by mutual consent of the employer and the employee only
15 if the first meal period was not waived.”

16 19. Under California law, when an employee works for a work period of more than five (5)
17 hours, a meal period must be provided no later than the end of the employee’s fifth hour of work, *i.e.*,
18 no later than the start of the employee’s sixth hour of work. When an employee works for a period of
19 more than 10 hours, a second meal period must be provided no later than the end of the employee’s tenth
20 hour of work, *i.e.*, no later than the start of the employee’s eleventh hour of work. *See Brinker*
21 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012).

22 20. Labor Code Section 226.7, subdivision (a) states, “An employer shall not require an
23 employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute,
24 or applicable regulation, standard, or order of the Industrial Welfare Commission”

25 21. During the PAGA PERIOD, as part of DEFENDANTS’ illegal policies, procedures, and
26 practices, DEFENDANTS failed to provide timely, compliant, off-duty meal periods to PLAINTIFF
27 and other aggrieved employees under Labor Code Sections 226.7 and 512 and IWC Order No. 14-2001,

§ 11 and otherwise required, suffered or permitted PLAINTIFF and other aggrieved employees to take less than 30-minute meal periods, or to work through them.

22. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA PERIOD, DEFENDANTS did not have any policy or practice pertaining to meal period violations.

23. DEFENDANTS further violated Labor Code Sections 226.7 and 512 and IWC Wage Order No. 14-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees who were not provided with a meal period, in accordance with the applicable IWC Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a complaint meal period was not provided.

Failure to Provide Compliant Rest Periods

(Labor Code §§ 226.7; IWC Wage Order No. 14-2001, § 12)

24. At all relevant times, as part of DEFENDANTS' illegal policies, procedures, and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS failed to provide compliant rest periods to PLAINTIFF and other aggrieved employees as required pursuant to Labor Code Section 226.7, and IWC Wage Order No. 14-2001, § 12.

25. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA PERIOD, DEFENDANTS did not have any policy or practice pertaining to rest break violations.

26. DEFENDANTS further violated Labor Code Section 226.7 and IWC Wage Order No. 14-2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided with a compliant rest period, in accordance with the applicable IWC Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a compliant rest period was not provided.

Failure to Pay Overtime Wages

(Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 14-2001, § 3)

27. Under Labor Code Sections 510 and 1194 and IWC Wage Order No. 14-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all overtime which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked

1 in excess of ten (10) hours per day and for the first eight (8) hours on the seventh consecutive workday,
2 with double time for all hours worked in excess of eight (8) on the seventh (7th) day of work in the
3 workweek.

4 28. Further, all persons employed in agricultural occupations are entitled to overtime pay as
5 set forth in IWC Wage Order No. 14, § 3 which provides the following overtime schedule for employers
6 of more than 25 employees: (a) Starting January 1, 2019, an employee shall not be employed more than
7 nine and one-half (9 1/2) hours per workday or fifty-five (55) hours per workweek unless the employee
8 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over
9 nine and one-half (9 1/2) hours in any one workday or more than fifty-five (55) hours in any one
10 workweek. (b) Starting January 1, 2020, an employee shall not be employed more than nine (9) hours
11 per workday or fifty (50) hours per workweek unless the employee receives one and one-half (1 1/2)
12 times such employee's regular rate of pay for all hours worked over nine (9) hours in any one workday
13 or more than fifty (50) hours in any one workweek. (c) Starting January 1, 2021, an employee shall not
14 be employed more than eight and one-half (8 1/2) hours per workday or forty-five (45) hours per
15 workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of
16 pay for all hours worked over eight and one-half (8 1/2) hours in any one workday or more than forty-
17 five (45) hours in any one workweek. d) Starting January 1, 2022, an employee shall not be employed
18 more than eight (8) hours per workday or work in excess of forty (40) hours per workweek unless the
19 employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
20 worked over eight (8) hours in any workday or more than forty (40) hours in any workweek and double
21 the employee's regular rate of pay for all hours worked over twelve (12) hours in any one workday.

22 29. PLAINTIFF and other aggrieved employees are current and former non-exempt
23 employees of DEFENDANTS entitled to the protections of Labor Code Sections 510 and 1194 and IWC
24 Wage Order No. 14-2001.

25 30. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
26 PERIOD, DEFENDANTS employed more than 25 employees.

32. DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours worked in violation of Labor Code Sections 510, 1194 and 1198 and IWC Wage Order No. 14-2001, § 3.

33. Under Labor Code Section 204, for all labor performed between the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. Labor Code Section 204 provides that for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day of the following calendar month.

34. Labor Code Section 204 further provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

35. During the PAGA PERIOD, DEFENDANTS knowingly and willfully failed to timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by the next regular payroll period as required by Labor Code Section 204.

Failure to Pay All Wages Due Upon Separation of Employment

(Labor Code §§ 201, 202, 203)

36. Under Labor Code Sections 201, 202 and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. Labor Code Section 201 provides that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

37. Under Labor Code Section 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

38. Labor Code Section 203 provides that if an employer willfully fails to pay, in accordance with Labor Code Sections 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued wages to the employee for up to thirty (30) days.

39. During the PAGA PERIOD and in violation of Labor Code Sections 201 and 202, DEFENDANTS willfully failed to timely pay accrued wages and other compensation to aggrieved employees who were discharged or who quit.

Failure to Furnish Accurate Itemized Wage Statements

(Labor Code § 226(a); IWC Wage Order No. 14-2001, § 7)

40. During the PAGA PERIOD, DEFENDANTS routinely failed and continue to fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or employee identification number, the name and address of the legal entity or entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding

1 number of hours worked at each hourly rate, in violation of Labor Code Section 226, subdivision (a)
2 and IWC Wage Order No. 14-2001 § 7.

3 41. During the PAGA PERIOD, and as a result of DEFENDANTS' unlawful policies and
4 practices and failure to pay all earned wages, DEFENDANTS knowingly and intentionally failed to
5 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements
6 in accordance with Labor Code Section 226, subdivision (a). Among other things, the wage statements
7 issued by DEFENDANTS fail to identify the applicable overtime rate of pay for PLAINTIFF and other
8 aggrieved employees.

9 **Failure to Maintain Accurate Records**

10 **(Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 14-2001, § 7)**

11 42. During the PAGA PERIOD, as part of DEFENDANTS' illegal payroll policies and
12 practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
13 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor Code
14 Sections 226, subdivision (a) and 1174, subdivision (d) and IWC Wage Order No. 14-2001, § 7,
15 including but not limited to the following records: total daily hours worked by each employee; applicable
16 rates of pay; all deductions; meal periods; time records showing when each employee begins and ends
17 each work period; and accurate itemized statements.

18 **Failure to Pay Reporting Time Wages**

19 **(IWC Wage Order No. 14-2001, § 5)**

20 43. IWC Wage Order No. 14-2001, § 5 mandates that “ each workday an employee is
21 required to report for work and does report, but is not put to work or is furnished less than half said
22 employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled
23 day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
24 regular rate of pay, which shall not be less than the minimum wage...”

25 44. At various times, DEFENDANTS failed to pay Plaintiff and other aggrieved employees,
26 in whole or in part, for reporting to work when requested.

46. As a result of DEFENDANTS' unlawful acts, PLAINTIFF and other aggrieved employees have been deprived of wages in amounts to be determined at trial and are entitled to recover such amounts plus interest thereon, penalties, attorneys' fees, and costs.

(Labor Code § 2802)

47. California Labor Code Section 2802 requires an employer to indemnify an employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.

48. During the PAGA PERIOD, PLAINTIFF and other aggrieved employees incurred necessary business expenses and costs that were not reimbursed by DEFENDANTS.

49. During the PAGA PERIOD, PLAINTIFF, and on information and belief other aggrieved employees, were routinely called upon to use their personal cell phones for work-related calls and communications during shifts.

50. DEFENDANTS failed to indemnify PLAINTIFF, and other aggrieved employees, for cell phone charges incurred during the term of their employment, thereby violating Labor Code Section 2802. PLAINTIFF, and other aggrieved employees, are entitled to indemnification from DEFENDANTS for these expenses in accordance with Labor Code Section 2802, who do not have a policy or practice in place for reimbursement of business expenses incurred by PLAINTIFF and other employees.

51. DEFENDANTS had an obligation to reimburse PLAINTIFF, and other aggrieved employees, for business related costs incurred for their cell phones and because of their failure to do so, DEFENDANTS are subject to penalties, interest, and attorneys' fees. LABOR CODE § 2802 (b)-(d).

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FIRST CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)
(AGAINST ALL DEFENDANTS)

52. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of the allegations in paragraphs 1 through 51 above.

53. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code Section 2699, subdivision (c), and a proper representative to bring a civil action on behalf of himself and other current and former non-exempt employees of DEFENDANTS under the procedures specified in Labor Code sections 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the alleged Labor Code violations was committed against PLAINTIFF during the PAGA PERIOD.

54. PLAINTIFF seeks to recover civil penalties through a representative action permitted by PAGA.

55. Pursuant to Labor Code Sections 2698 through 2699.5, PLAINTIFF seeks to recover civil penalties from DEFENDANTS in a representative action for the violations set forth above which include, but are not limited to, violations of Labor Code Sections 201, 202, 203, 204, 226, subdivision (a), 226.7, 510, 512, 551, 552, 1174, subdivision (d), 1194, 1194.2, 1197, 1198, and 2802.

56. Under Labor Code Section 2699, subdivision (a), PLAINTIFF seeks civil penalties based on DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically provided which include, but are not limited to, the following:

- a. Under Labor Code Section 210, DEFENDANTS are subject to a civil penalty in the amount of one hundred dollars (\$100.00) for the initial violation and two hundred dollars (\$200.00) per employee for violations in subsequent pay periods for violations of Labor Code Section 204;
- b. Under Labor Code Section 226.3, DEFENDANTS are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250.00) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000.00) per aggrieved

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employee for violations in subsequent pay periods for violations of Labor Code Section 226, subdivision (a);

- c. Under Labor Code Section 558, subdivision (a), “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a Section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission,” including Labor Code Sections 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50.00) for initial violations for each employee for each pay period for which the employee was underpaid and one hundred dollars (\$100.00) for each subsequent violation for each employee for each pay period for which the employee was underpaid.
- d. Under Labor Code Section 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250.00) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether or not the initial violation was intentionally committed; and
- e. Under Labor Code Section 1174.5, for violations of Labor Code Section 1174, subdivision (d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500.00).

57. PLAINTIFF further seeks civil penalties based on DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is not specifically provided. Labor Code Section 2699, subdivision (f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties apply: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

1 58. PLAINTIFF seeks such civil penalties in accordance with Labor Code Section 2699,
2 subdivision (f) based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty
3 is not specifically provided, including but not limited to Labor Code Sections 201, 202, 203, 226.7, 551,
4 552, 1194, 1197, 1198, and 2802.

5 59. PLAINTIFF further seeks reasonable attorneys' fees and costs as allowed by law
6 including under Labor Code Section 2699, subdivision (g)(1).

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved employees,
9 prays for relief against DEFENDANTS, and each of them jointly and severally, as follows:

- 10 1. For civil penalties according to proof and all penalties authorized under the PAGA
11 including under Labor Code Sections 210, 226.3, 558, 1174.5, 1194, 1197.1, 2699,
12 subdivisions (a) and (f);
- 13 2. For reasonable attorneys' fees and costs as allowed by law including pursuant to Labor
14 Code Section 2699, subdivision (g) and any other applicable provisions providing for
15 attorneys' fees and costs; and
- 16 3. For such further and additional relief as allowed by law or which the Court deems just
17 and proper.

18 DATED: January 5, 2022

19 Respectfully submitted,

20 **PROXY LAW FIRM LLP**

21 

22
23 _____
24 Rana Nader
25 Hengameh S. Safaei
26 Attorneys for Plaintiff ALBERTO
27 MAGANA SALAS on behalf of himself
28 and all other aggrieved employees