

FILED
Superior Court Of California,
Sacramento
03/08/2022
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By _____, Deputy
Case Number:
34-2022-00316536

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8 *California and Aggrieved Employees*

9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SACRAMENTO**

11 SCOTT BYRD, On Behalf of the State of
12 California and Aggrieved Employees,

13 Plaintiffs,

14 vs.

15 TULSA INSPECTION RESOURCES, LLC and
16 CYPRESS ENVIRONMENTAL
17 MANAGEMENT – TIR, LLC,

18 Defendants.

Case No. _____

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

BY FAX

1 Plaintiff Scott Byrd ("Plaintiff"), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff, individually and on behalf the State of California and the Aggrieved
5 Employees, brings this enforcement action against Defendants Tulsa Inspection Resources, LLC and
6 Cypress Environmental Management – TIR, LLC (collectively "Defendants" or "Tulsa Inspection")
7 on behalf of individuals who have worked for Defendants as either (1) non-exempt inspectors or (2)
8 Defendants' current and former employees classified as exempt from overtime and paid on a day rate
9 basis (the "Aggrieved Employees"). Throughout the relevant time period, Plaintiff and the Aggrieved
10 Employees have been denied proper overtime, compliant meal and rest periods, all wages due upon
11 separation of employment, and compliant itemized wage statements. Until approximately March or
12 April 2021, Plaintiff and other Aggrieved Employees were uniformly classified by Defendants as
13 exempt from overtime and were paid on a day rate basis. That is, the Aggrieved Employees were paid
14 a set amount per day regardless of the number of hours worked, and were not paid any overtime or
15 premium pay when they worked more than eight (8) hours in a day or forty (40) hours in a workweek.
16 However, Defendants misclassified Plaintiff and the Aggrieved Employees as exempt from overtime
17 under California law.

18 2. After approximately March or April 2021, Defendants re-classified Plaintiff and the
19 Aggrieved Employees as non-exempt from overtime and paid them on an hourly rate basis. Despite
20 this nonexempt classification, Defendants failed to pay Plaintiff and Aggrieved Employees proper
21 overtime for hours worked in excess of eight (8) in a single workday. Instead, Defendants have a
22 practice of only paying hourly workers like Plaintiff and the Aggrieved Employees overtime pay
23 when they work more than forty (40) hours in a workweek, even if the employees work more than
24 eight (8) hours in shifts such that calculating daily overtime would surpass their calculation of weekly
25 overtime. In addition, despite re-classifying these workers as non-exempt from overtime, Defendants
26 fail to provide compliant meal breaks and rest periods, and do not consistently pay premium pay for
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1 missed, worked-through, or interrupted meal or rest breaks.

2 3. Plaintiff and Aggrieved Employees bring these claims to challenge Defendants'
3 policies and practices of: (1) failing to pay Plaintiff and Aggrieved Employees overtime wages; (2)
4 failing to provide compliant meal and rest periods; (3) failing to compensate Plaintiff and Aggrieved
5 Employees for all hours worked, including premium pay for noncompliant meal and rest periods; (4)
6 failing to provide Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (5)
7 failing to timely pay all wages due upon separation of employment.

8 4. Plaintiff files this action to recover all penalties, and other damages on behalf of himself
9 and the Aggrieved Employees. Plaintiff seeks to remedy the sweeping practices Defendants have
10 implemented for their workers in California, which have deprived Plaintiff and Aggrieved Employees
11 of their lawfully-earned wages.

12 PARTIES

13 5. Plaintiff Scott Byrd is an individual over the age of eighteen, and at all times relevant
14 to this Complaint was a resident of the State of Montana. Plaintiff has been employed by Defendants
15 as an inspector since Approximately January 2018 and performed work for Defendants in various
16 locations throughout California, including Sacramento, Los Angeles, Bakersfield, Taft, Lost Hills,
17 and Santa Maria.

18 6. Plaintiff is informed, believes, and thereon alleges that Defendant Tulsa Inspection
19 Resources, LLC is a Delaware limited liability company with its principal place of business located
20 in Oklahoma, and was previously registered to do business in California. Defendant Tulsa Inspection
21 Resources, LLC may be served with process by serving its registered agent, Corporation Service
22 Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

23 7. Plaintiff is informed, believes, and thereon alleges that Defendant Cypress
24 Environmental Management – TIR, LLC is a Delaware limited liability company with its principal
25 place of business located in Tulsa, Oklahoma, and was previously registered to do business in
26 California. Defendant Cypress Environmental Management – TIR, LLC may be served with process
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1 by serving its registered agent, Corporation Service Company, 251 Little Falls Drive, Wilmington,
2 Delaware 19808.

3 8. Plaintiff is informed, believes, and thereon alleges that Defendants provide inspection,
4 integrity services, and non-destructive examination services to energy and municipal water industries
5 throughout the country, including in California. Plaintiff is informed, believes, and thereon alleges
6 that Defendants employ Aggrieved Employees to perform such inspection and testing services in
7 California.

8 9. Plaintiff is informed and believes that each and every one of the acts and omissions
9 alleged herein were performed by, and/or attributable to, Defendants, acting through their agents
10 and/or employees, and/or under the direction and control of each of the other, and that said acts and
11 failures to act were within the course and scope of said agency, employment and/or direction and
12 control.

13 10. Plaintiff is informed, believes, and thereon alleges that Defendants directly control the
14 operations of its agents, managers, and employees throughout California.

15 11. At all material times, Defendants have done business under the laws of California, and
16 have employed Aggrieved Employees in this County and elsewhere in California. Defendants are
17 "person[s]" as defined in Labor Code § 18, and "employer[s]" as that term is used in the Labor Code
18 and the IWC Wage Orders regulating wages, hours, and working conditions. Upon information and
19 belief, Defendants employ Aggrieved Employees, because Defendants, directly or indirectly, control
20 the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and
21 Aggrieved Employees.

22 **JURISDICTION AND VENUE**

23 12. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
24 The Court also has jurisdiction over Defendants because Defendants do business in the State of
25 California and employ workers in California.

26 13. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393
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1 and/or 395.5. Defendants have conducted business and have employed Aggrieved Employees in this
2 County, and therefore liability arose in this County.

3 **FACTUAL ALLEGATIONS**

4 14. Defendants provide a full spectrum of inspection services, integrity services, and non-
5 destructive examination services to energy and municipal water industries. Defendants inspect and
6 test infrastructure assets including pipelines, storage facilities, gas plants, refineries, petrochemical
7 and LNG facilities, and compression and pumping stations. In order to provide these services to its
8 customers in California, Defendants employ Plaintiff and Aggrieved Employees.

9 15. Plaintiff has been employed by Defendants since January 2018 as an inspector. From
10 the beginning of Plaintiff's employment through approximately January 2021, Plaintiff was
11 classified as exempt from overtime and was paid on a day rate basis. On average, Plaintiff works 11-
12 to-13 hours per day, six days per week.

13 16. From approximately January 2021 to March-April 2021, Defendants paid Plaintiff a
14 "premium day rate" in that Plaintiff would receive a slightly higher day rate for when he worked
15 more than sixty (60) hours in a given week. This "premium day rate" was less than one-and-one-half
16 times Plaintiff's regular hourly rate of pay.

17 17. After approximately March-April 2021, Defendants re-classified Plaintiff as non-
18 exempt from overtime and paid him an hourly rate of \$40.80 per hour, plus a per diem and mileage
19 reimbursement.

20 18. Defendants misclassified Plaintiff and other Aggrieved Employees as exempt from
21 overtime until approximately March-April 2021, thereby failing to pay them overtime wages, failing
22 to provide proper meal and rest breaks, and failing to provide premium pay for such noncompliant
23 meal and rest breaks.

24 19. After Defendants re-classified Plaintiff and Aggrieved Employees as non-exempt from
25 overtime, Defendants had a standard practice of under-reporting and/or miscalculating the proper
26 overtime wages owed to Plaintiff and Aggrieved Employees by failing to pay these workers the
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1 greater of time worked in excess of eight (8) hours per day—Defendants would only pay overtime
2 based on a forty (40) hour workweek, even when calculating overtime based on a daily eight-hour
3 basis resulted in higher overtime pay. Defendants also failed to provide compliant meal and rest
4 periods, and do not consistently provide premium pay for non-compliant meal and rest periods.

5 20. As a result of these policies, Defendants deny Plaintiff and Aggrieved Employees
6 compensation which they are lawfully owed, as well as the overtime premiums resulting from these
7 practices. Defendants' conduct resulted in violations of and/or civil penalties owed pursuant to Labor
8 Code § 204 (failure to pay all wages when due); §§ 510 and 1194 (failure to pay all overtime wages
9 owed); § 226.7 and 512 (failure to provide meal and rest periods); §§ 201-203 (failure to timely pay
10 all wages due upon termination of employment); § 222 (improper withholding any part of his/her
11 wages); § 256 (waiting time penalties); and the corresponding Wage Order provisions.

12 21. Plaintiff is informed, believes, and thereon alleges that these same classification
13 policies, overtime policies, and meal and rest period policies are consistent for the Aggrieved
14 Employees whom Defendants employed in California during the relevant time period.

15 22. Defendants' common course of wage-and-hour abuse includes routinely failing to
16 maintain true and accurate records of the hours worked by Aggrieved Employees. In particular,
17 Defendants failed to record hours that Plaintiff and Aggrieved Employees worked during the period
18 they were misclassified as exempt from overtime.

19 23. Defendants' conduct as described herein results in a failure to provide Aggrieved
20 Employees, including Plaintiff, accurate itemized wage statements as required by California law.
21 The wage statements do not contain all overtime and double wages owed. Further, the wage
22 statements are inaccurate because they do not include all premium pay owed for non-compliant meal
23 and rest periods.

24 24. Defendants direct Aggrieved Employees to report to a facility owned, operated, or
25 managed by Defendants' customer(s) to perform their jobs.

26 25. Aggrieved Employees perform their jobs under Defendants' supervision and using
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1 materials and technology approved and supplied by Defendants.

2 26. Aggrieved Employees are required to follow and abide by common work, time, pay,
3 and overtime policies and procedures in the performance of their jobs.

4 27. At the end of each pay period, Aggrieved Employees receive wages from Defendants
5 that are determined by common systems and methods that Defendants selects and controls.

6 28. Defendants pay Aggrieved Employees on an hourly rate basis.

7 29. Upon information and belief, Aggrieved Employees worked more than 8 hours a day,
8 and more than forty hours in at least one workweek during the year before this Complaint was filed.

9 **FIRST CAUSE OF ACTION**
10 **Penalties Pursuant to Labor Code § 2699(a)**

11 30. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

12 31. Defendants do not provide Plaintiff and the Aggrieved Employees with accurate
13 itemized wage statements as required by California law, as a result of misclassification and overtime
14 violations set forth above.

15 32. Labor Code § 2699(a) provides:

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

23 33. Labor Code § 203 provides, in relevant part:

24 If an employer willfully fails to pay, without abatement or reduction, in
25 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
26 employee who is discharged or who quits, the wages of the employee shall
27 continue as a penalty from the due date thereof at the same rate until paid
28 or until an action therefore is commenced; but the wages shall not continue
for more than 30 days.

34. 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

1 based on a salary and who is exempt from payment of overtime under
2 subdivision (a) of Section 515 or any applicable order of the Industrial
3 Welfare Commission, (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item, (5) net wages earned,
7 (6) the inclusive dates of the period for which the employee is paid, (7) the
8 name of the employee and his or her social security number, (8) the name
9 and address of the legal entity that is the employer, and (9) all applicable
10 hourly rates in effect during the pay period and the corresponding number
11 of hours worked at each hourly rate by the employee.

12 35. Labor Code § 226(e)(1) provides:

13 An employee suffering injury as a result of a knowing and intentional failure by
14 an employer to comply with subdivision (a) is entitled to recover the greater of
15 all actual damages or fifty dollars (\$50) for the initial pay period in which a
16 violation occurs and one hundred dollars (\$100) per employee for each violation
17 in a subsequent pay period, not to exceed an aggregate penalty of four thousand
18 dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
19 fees.

20 36. Labor Code § 226.3 provides:

21 Any employer who violates subdivision (a) of Section 226 shall be subject to
22 a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
23 per violation in an initial citation and one thousand dollars (\$1,000) per
24 employee for each violation in a subsequent citation, for which the employer
25 fails to provide the employee a wage deduction statement or fails to keep the
26 records required in subdivision (a) of Section 226. The civil penalties provided
27 for in this section are in addition to any other penalty provided by law. In
28 enforcing this section, the Labor Commissioner shall take into consideration
whether the violation was inadvertent, and in his or her discretion, may decide
not to penalize an employer for a first violation when that violation was due to
a clerical error or inadvertent mistake.

37. 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.

38. Labor Code § 558(a) provides:

(a) Any 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 shall be subject to a civil penalty as follows:

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

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

7 (3) Wages recovered pursuant to this section shall be paid to the affected
8 employee.

9 39. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
10 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in
11 compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203. Plaintiff
12 seeks such penalties as an alternative to the penalties available under Labor Code § 203, as prayed
13 for herein.

14 40. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
15 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
16 statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code §
17 226(e). Plaintiff seeks such penalties as an alternative to the penalties available under Labor Code §
18 226(e), as prayed for herein.

19 41. Defendants fail to provide timely, accurate, itemized wage statements to Plaintiff and
20 Aggrieved Employees in accordance with Labor Code § 226(a) and the IWC Wage Orders. In
21 particular, the wage statements Defendants provides employees, including to Plaintiff and Aggrieved
22 Employees, do not accurately reflect the actual hours worked, actual gross wages earned, or actual
23 net wages earned. This is because, in part, Defendants did not accurately track the hours worked for
24 Aggrieved Employees who were misclassified as exempt, and because Defendants do not accurately
25 state the number of overtime hours and other wages actually earned by Aggrieved Employees post-
26 reclassification to non-exempt workers.

27 42. Defendants' failure to comply with Labor Code § 226(a) was and continues to be
28 knowing and intentional. Although, as alleged herein, Defendants are aware that Plaintiff and

1 Aggrieved Employees were misclassified as exempt from overtime, and even though Defendants
2 reclassified those workers as non-exempt from overtime Defendants continue to misstate or fail to
3 include all overtime wages and all other wages owed (including premium payments for missed meal
4 and/or rest periods) into Plaintiff and the Aggrieved Employees' wage statements.

5 43. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
6 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees with meal periods in
7 compliance with Labor Code § 512.

8 44. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
9 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees with rest periods in
10 compliance with Labor Code § 512.

11 45. Labor Code § 2699(a) permits an aggrieved employee to recover any civil penalty to
12 be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself or
13 herself and other current or former employees pursuant to the procedures set forth in Labor Code §
14 2699.3. As such, in addition to the penalties identified above, Plaintiff also seeks civil penalties
15 pursuant to Sections 225.5, 226.3, and 256 of the California Labor Code.

16 46. On December 29, 2021, Plaintiff gave written notice to the LWDA and to Defendants
17 of his intent to pursue civil penalties for Defendants' above alleged actions pursuant to the PAGA.
18 Over 65 days have passed since Plaintiff provided the LWDA with notice, yet, Plaintiff has not
19 received a response from the LWDA. Accordingly, pursuant to Labor Code § 2699.3(2)(a), Plaintiff
20 has satisfied the administrative pre-requisites to commence a PAGA action.

21 47. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
22 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
23 and costs as set forth below.

24 48. Wherefore, Plaintiff requests relief as hereinafter provided.

25 **SECOND CAUSE OF ACTION**
26 **Penalties Pursuant to Labor Code § 2699(f)**

27 49. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

1 50. Labor Code § 2699(f) provides:

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

9 51. Labor Code § 510(a) provides as follows:

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

17 52. IWC Wage Order 4-2001(3)(A)(1), & (3) states that employees:

18 ...shall not be employed more than eight (8) hours in any workday or more than
19 40 hours in any workweek unless the employee receives one and one-half (1 ½)
20 times such employee's regular rate of pay for all hours worked over 40 hours
21 in the workweek. Eight (8) hours of labor constitutes a day's work. Employment
22 beyond eight (8) hours in any workday or more than six (6) days in any
23 workweek is permissible provided the employee is compensated for such
24 overtime at not less than ... [o]ne and one-half (1½) times the employee's
25 regular rate of pay for all hours worked in excess of eight (8) hours up to and
26 including 12 hours in any workday, and for the first eight (8) hours worked on
27 the seventh (7th) consecutive day of work in a workweek....

28 53. Labor Code § 200 defines wages as "all amounts of labor performed by employees of
every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
commission basis or other method of calculation." All such wages are subject to California's
overtime requirements, including those set forth above.

 54. Defendants misclassified Plaintiff and Aggrieved Employees as non-exempt from
overtime from approximately 2018 to January 2021. Namely, Defendants failed to pay Plaintiff and
Aggrieved Employees a set or guaranteed salary equivalent to no less than two times the state
minimum wage as required under California law. Instead, Defendants paid Plaintiff and Aggrieved
Employees on a day rate basis, and their pay did not include a guaranteed monthly salary in addition

1 to or separate from their day rate pay. As such, Defendants failed to pay Plaintiff and Aggrieved
2 Employees at the appropriate overtime or double time rates under California law due to that
3 misclassification.

4 55. Following Defendants' decision to reclassify Plaintiff and Aggrieved Employees as
5 non-exempt from overtime, Defendants' policies and practices of underpaying overtime based on a
6 40-hour workweek instead of paying Plaintiff and Aggrieved Employees the greater amount of
7 overtime wages based on hours worked in excess of an eight-hour workday continued to violate
8 California's overtime law. As a result of these unlawful policies and practices, Aggrieved Employees
9 have worked overtime hours for Defendants without being paid overtime premiums in violation of
10 the Labor Code, the applicable IWC Wage Orders, and other applicable law.

11 56. Defendants' policy and practice of failing to pay Plaintiff and Aggrieved Employees
12 for all of their overtime hours, either through Defendants' misclassification scheme or by failing to
13 pay the greater eight-hour workday overtime calculation instead of a static 40-hour workweek
14 calculation. Accordingly, as a result of Defendants' unlawful policy alleged herein, Plaintiff and
15 Aggrieved Employees work overtime hours for Defendants without being paid proper overtime
16 premiums in violation of the California Labor Code, applicable IWC Wage Orders, and other
17 applicable law.

18 57. As alleged above, Defendants failed to pay Plaintiff and Aggrieved Employees for all
19 of their overtime hours worked. Defendants' decision to misclassify Plaintiff and Aggrieved
20 Employees was not done negligently, but was an intentional and purposeful decision. Moreover,
21 Defendants failed to pay Plaintiff and Aggrieved Employees for all overtime hours worked. Post-
22 reclassifying Plaintiff and Aggrieved Employees as non-exempt, Defendants tracked their hours of
23 work and knew when each worker worked in excess of eight hours in a day. Defendants failed to pay
24 Plaintiff and Aggrieved Employees for all of these overtime hours, knowing full well that such work
25 was performed and that all hours worked in excess of eight hours in a day is compensable at the
26 applicable overtime rates. Defendants have, therefore, knowingly and willfully refused to perform
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1 their obligations to compensate Plaintiff and Aggrieved Employees for all premium wages for
2 overtime work.

3 58. To the extent that any violation alleged herein does not carry penalties under Labor
4 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and
5 Aggrieved Employees for each pay period in which such worker was aggrieved, in the amounts
6 established by Labor Code § 2699(f). Plaintiff seeks civil penalties under Labor Code § 2699(f) for
7 Defendant's violations of Labor Code §§ 510, 204, and 1194.

8 59. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each
9 aggrieved employee per pay period for the initial violation of a Labor Code provision that does not
10 provide a civil penalty if, at the time of the violation, the employer employs one or more employees.
11 Labor Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each aggrieved
12 employee per pay period for each subsequent violation of a Labor Code provision that does not
13 provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

14 60. On December 29, 2021, Plaintiff gave written notice to the LWDA and to Defendants
15 of his intent to pursue civil penalties for Defendants' failure to pay overtime wages in violation of
16 Labor Code § 510 pursuant to the PAGA. Over 65 days have passed since Plaintiff provided the
17 LWDA with notice, yet, Plaintiff has not received a response from the LWDA. Accordingly, pursuant
18 to Labor Code § 2699.3(2)(a), Plaintiff has satisfied the administrative pre-requisites to commence
19 a PAGA action.

20 61. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees for
21 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
22 and costs as set forth below.

23 62. Wherefore, Plaintiff requests relief as hereinafter provided.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,
26 requests the following relief:
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1. For an order awarding civil penalties to the full extent provided for by the PAGA;
2. For an award of reasonable attorneys' fees as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
3. For all costs of suit; and
4. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Date: March 7, 2022


William M. Hogg
HODGES & FOTY, LLP

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

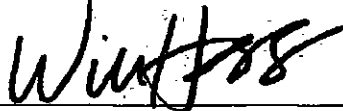
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DEMAND FOR JURY TRIAL

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

Respectfully submitted,

Date: March 7, 2022



William M. Hogg
HODGES & FOTY, LLP

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