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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 29 2022

BY

Chris Goldstein
CHRIS GOLDSTEIN, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ERNESTO A. RIVERA GALICIA,
individually, and on behalf of all other
aggrieved employees,

Plaintiffs,

v.

NP MECHANICAL, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.

CIV SB 2 2 2 3 4 8 3

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Ernest A. Rivera-Galicia, individually and on
2 behalf of all other aggrieved employees ("Plaintiff"), relating to systemic violations of California
3 wage and hour laws by his employer NP Mechanical, Inc. (referred to herein as "NP Mechanical" or
4 "Defendant"). Plaintiff makes the following allegations on information and belief, except as to
5 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

6 INTRODUCTION

7 1. NP Mechanical is a private, for profit, consulting mechanical engineering firm that
8 provides mechanical design and engineering, plumbing design and engineering, due diligence
9 reports, construction administration, LEED design and documentation, solar water heater design,
10 telecommunication/cellular sites, passive solar heating design, and forensic engineering throughout
11 Southern California.

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

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

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

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

6. Defendant has also failed to provide Plaintiff and the other aggrieved employees with accurate wage statements, as Defendant's wage statements failed to list gross wages earned, total hours worked, including overtime hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

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

JURISDICTION AND VENUE

8. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a citizen and resident of the State of California, and Defendant is a citizen and resident of, and/or regularly conducts business in, the State of California.

9. Venue is proper in this judicial district and the County of San Bernardino, California because Defendant conducts business in the County of San Bernardino, and many of Defendant's unlawful actions and omissions, as set alleged herein, occurred in the County of San Bernardino.

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

THE PARTIES

11. During the statute of limitations period, Plaintiff was employed by Defendant as a Qualify Control Technician in Corona, California. Plaintiff would be assigned to conduct inspections of Defendant's customers located throughout Southern California

12. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California and license to do business in the State of California.

13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some

1 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
2 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
3 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
4 names and capacities of such DOE defendants when ascertained.

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

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

17 16. Plaintiff is informed and believes, and based thereon alleges, that each of the
18 Defendants sued herein were, at all relevant times, the employers, owners, shareholders, principal,
19 joint ventures, alter-egos, employees, proxies, managing agents, and/or principals of the remaining
20 Defendants, and were acting, at least in part, within the course and scope of such employment and
21 agency, with the express and implied permission, consent and knowledge, approval and/or ratification
22 of the other Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted,
23 condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

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

27 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

28 18. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),

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

7 19. On January 21, 2022, Plaintiff gave written notice by certified mail pursuant to
8 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
9 ("LWDA") and Defendant, of the specific provisions of the California Labor Code and IWC Wage
10 Order alleged to have been violated, including the facts and theories to support the alleged
11 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
12 than sixty-five (65) days from the January 21, 2022 postmark date of his written notice before filing
13 this action, Plaintiff has complied with all of the requirements set forth in California Labor Code §
14 2699.3 to commence a representative action under PAGA.

15 **FACTUAL ALLEGATIONS**

16 **Failure to Provide Required Meal Periods**

17 **[Cal. Lab. Code §§ 226.7, 512, 558; § 10 of the Applicable IWC Wage Order]**

18 20. During the statute of limitations period, as part of Defendant's illegal policies and
19 practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted
20 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,
21 to completely skip their meal periods, to take late and short meal periods, and Defendant has
22 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
23 required under California Labor Code §§ 226.7, 512, 558 and § 10 of the applicable IWC Order.

24 21. Defendant has implemented several practices that have caused Plaintiff and aggrieved
25 employees to systematically miss and otherwise take non-compliant meal periods. Defendant
26 systematically understaffs its worksites and facilities such that its non-exempt employees are given
27 so much work to complete that they regularly miss or take non-compliant meal periods. As a direct
28 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to

1 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
2 take them after working longer than five (5) hours, to perform work during their meal periods, or
3 return to work after taking less than a thirty (30) minute meal period.

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

10 23. Despite the foregoing, Defendant had implemented a policy and practice of actively
11 discouraging the issuance of meal period premium payments, and in the process, Defendant has also
12 violated California Labor Code §§ 226.7, § 10 of the applicable IWC Wage Order, and the
13 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
14 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
15 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
16 regular rate of pay for each workday that such a meal period was not authorized or permitted.

17 **Failure to Provide Required Rest Breaks**

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

19 24. During the statute of limitations period, as part of Defendant's illegal policies and
20 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize
21 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
22 Labor Code §§ 226.7 and 512, and § 11 of the applicable IWC Order.

23 25. The same common policies and practices that deprive Plaintiff and other aggrieved
24 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
25 take their first and second and third rest breaks. As alleged herein, Defendant understaffs its facility
26 which creates so much work for Plaintiff and other aggrieved employees that they are frequently
27 unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to secure
28 permission before taking a rest break, which is often denied by supervisors.

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

6 **Failure to Pay Overtime Wages**

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

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

15 28. Plaintiff and other aggrieved employees are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
17 applicable IWC Order. During the statute of limitations period, Defendant has failed to compensate
18 Plaintiff and other aggrieved employees for all overtime hours worked as required under the
19 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:
20 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
21 California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or
22 suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal
23 and rest breaks, but not compensating them for this time, improperly calculating the regular rate of
24 pay based on shift differential and other remuneration, rounding the hours worked in a one sided
25 manner in favor of Defendant resulting in the failure to pay all overtime wages; and other methods to
26 be discovered.

27 29. In a short-sighted attempt to maximize profits, Defendant understaffs its facilities.
28 Not only has this practice resulted in widespread missed meal and rest breaks, but it has also caused

1 Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendant has actual
2 or constructive knowledge of this off-the-clock work and subtly condones it. Plaintiff and other
3 aggrieved employees routinely arrive to work early to check so that they are prepared and ready to
4 begin performing their duties promptly at the start of their shifts, as they must be pursuant to
5 Defendant's requirements. Defendant knows that Plaintiff and other aggrieved employees perform
6 this work off-the-clock work.

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

10 **Failure to Timely Pay Wages During Employment**

11 **[Cal. Lab. Code § 204]**

12 31. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
13 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the
14 16th and 26th day of the month during which the labor was performed. California Labor Code § 204
15 also provides that for all labor performed between the 16th and 26th days of any calendar month,
16 Defendant is required to pay its non-exempt employees between the 1st and 10th day of the following
17 calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in
18 excess of the normal work period shall be paid no later than the payday of the next regular payroll
19 period.

20 32. During the statute of limitations period, Defendant has knowingly and willfully failed
21 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
22 regular payroll period as required by California Labor Code § 204, including but not limited to,
23 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
24 of the regular rate of pay, and for work performed off-the-clock.

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

26 **[Cal. Lab. Code §§ 201 - 203]**

27 33. Pursuant to California Labor Code § 201, 202 and 203, Defendant is required to pay
28 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201

1 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
2 the time of discharge are due and payable immediately.

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

7 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
8 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
9 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
10 employee at the same rate for up to 30 workdays.

11 36. During the statute of limitations period, Defendant has willfully failed to pay accrued
12 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
13 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
14 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
15 under California law. In addition, because Defendant has failed and continues to fail to properly
16 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
17 wages, and compensation for non-compliant meal and rest breaks, Defendant has also willfully
18 failed and continues to fail to pay accrued wages and other compensation to Plaintiff and other
19 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

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

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

22 37. During the statute of limitations period, Defendant has routinely failed to provide
23 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
24 Defendant's pay stubs violate Labor Code § 226 on their face by, among other things, Defendant was
25 not failing to providing Plaintiff and other aggrieved employees with proper meal periods and rest
26 breaks but intentionally failing to include in their wage statements one (1) additional hour of
27 compensation at their regular rates of pay for each non-compliant meal period or rest break, the
28 applicable rate of pay, and failing to depict the amount of supplemental COVID-19 sick leave available

1 and taken and other California Labor Code violations yet to be discovered.

2 38. In order to conceal its wage theft, Defendant knowingly and intentionally failed to
3 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
4 in accordance with Labor Code § 226(a) and § 6 of the applicable IWC Order.

5 39. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's
6 failure to provide timely and accurate itemized wage statements, which prevented them from
7 discovering the scope and extent of Defendant's violations of California wage and hour laws,
8 prevented them from being able to determine the gross wages earned, the total hours worked, all
9 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period
10 and the corresponding number of hours worked at each hourly rate, and other violations yet to be
11 discovered.

12 **Failure to Maintain Required Records**

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

14 40. During the statute of limitations period, as part of Defendant's illegal payroll policies
15 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
16 Defendant knowingly and intentionally failed to maintain records as required under California Labor
17 Code §§ 226(a) and 1174(d) and § 6 of the applicable IWC Order, including but not limited to the
18 following records: total daily hours worked by each employee; applicable rates of pay; all
19 deductions; meal periods; time records showing when each employee begins and ends each work
20 period; and accurate itemized statements. Defendant had knowledge that it was not providing its
21 non-exempt employees with proper meal and rest periods, but knowingly failed to include in the
22 wage statements one (1) extra hour of compensation for each missed meal and rest period.
23 Defendant also illegally and inaccurately recorded the time in which Plaintiff and other aggrieved
24 employees worked. Defendant has also failed to maintain accurate, itemized wage statements, and
25 other violations of the California Labor Code which have not been discovered.

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

2 **[Cal. Lab. Code §§ 248.1, 248.2 and 248.6]**

3 41. During the Statute of Limitations Period, Plaintiff is informed and believes from
4 January 1, 2021, through the present, Defendant employed 26 or more aggrieved employees.

5 42. Defendant failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and
6 compensate Aggrieved Employees at their regular rate of pay for supplemental sick leave, i.e., their
7 highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of
8 California Labor Code § 248.1(b)(3)(A) and §248.6. Defendant also failed to provide COVID-19
9 Supplemental Sick Leave to Aggrieved Employees in addition to regular sick leave, in violation of
10 California Labor Code § 248.1(b)(2)(D). Defendant also failed to accurately reflect any offset and/or
11 the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their
12 wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the
13 reasons provided herein.

14 **Failure to Provide Suitable Seating**

15 **[§ 12 of the Applicable IWC Wage Order]**

16 43. IWC Wage Order No. 16-2001, § 12 provides:

17 “Where practicable and consistent with applicable industry-wide standards, all
18 working employees shall be provided with suitable seats when the nature of the
19 process and the work performed reasonably permits the use of seats.”

20 44. Defendant fails to provide suitable seating by not providing any seats or stools for
21 Plaintiff and other aggrieved employees within close proximity of their work areas. The nature of the
22 process and the work performed reasonably permits the use of seats by Plaintiff and the other
23 aggrieved employees. To the extent that the use of seats could interfere with their work duties, at all
24 times herein it is and has been reasonable for Defendant to place seats in reasonable proximity to the
25 work areas to be used by Plaintiff and other aggrieved employees when doing so would not interfere
26 with their job duties.

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1 **Failure to Maintain Reasonable Temperatures in Work Areas**

2 **[§ 13 of the Applicable IWC Wage Order]**

3 45. IWC Wage Order No. 16-2001, § 13 provides:

4 “The temperature maintained in each interior work area shall provide reasonable
5 comfort consistent with industry-wide standards for the nature of the process and the
6 work performed.”

7 46. Defendant fails to maintain a reasonable temperature in its interior work area
8 temperature as to provide reasonable comfort for its employees.

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

10 **[Cal. Lab. Code § 2802]**

11 47. California Labor Code § 2802(a) requires an employer to indemnify an employee for
12 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
13 of his or her duties, or of his or her obedience to the directions of the employer.

14 48. Defendant, in violation of Labor Code § 2802, failed to indemnify Plaintiff and other
15 aggrieved employees for all business expenses and/or losses incurred in direct consequence of the
16 discharge of their duties, including but not limited to, expenses for their uniforms and uniform
17 maintenance. Plaintiff and other aggrieved employees were required to use their personal cellular
18 phones for work related purposes. In addition, Defendant required Plaintiff and other aggrieved
19 employees to purchase safety equipment and personal protective equipment at their own expense
20 during the COVID-19 pandemic and failed to properly indemnify Plaintiff and the other aggrieved
21 employees for these expenses.

22 **FIRST CAUSE OF ACTION**

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

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

25 (On Behalf of Plaintiff against Defendants)

26 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 48.

28 50. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §

1 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
2 former non-exempt employees of Defendant pursuant to the procedures specified in Labor Code §
3 2699.3, because Plaintiff was employed by Defendant and one or more of the alleged California
4 Labor Code violations was committed against Plaintiff during the statute of limitations period.

5 51. Plaintiff seeks to recover civil penalties through a representative action permitted by
6 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
7 class certification is not required.

8 52. A plaintiff has standing to represent all aggrieved employees for all of his asserted
9 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.*
10 (2018) 23 Cal.App.5th 745, 757 ("For PAGA standing a plaintiff need only have been employed
11 by the violator and affected by 'one or more' of the alleged violations. (Sec. 2699, subs. (a), (c).)).
12 Here, Plaintiff was not provided with a legally compliant wage statement pursuant to Labor Code
13 §226 since Plaintiff was not provided with supplemental COVID-19 sick leave and COVID-19
14 supplemental sick leave was not listed on his wage statement, in addition to the meal and rest period
15 and other California Labor Code violations as alleged herein.

16 53. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
17 penalties from Defendant in a representative action for the violations set forth above, including but
18 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 248.6,
19 510, 512, 558, 1174(d), 1194, 1197, and 1198.

20 54. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
21 for Defendant's violations of California Labor Code provisions for which a civil penalty is
22 specifically provided, including but not limited to, the following:

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

28 b. Pursuant to California Labor Code § 226.3, for violations of California Labor

1 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
2 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
3 period where a violation occurs and one thousand dollars (\$1,000) per
4 aggrieved employee for violations in subsequent pay periods.

5 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
6 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
7 (\$500).

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

17 55. California Labor Code § 2699(f) provides that for all California Labor Code
18 violations for which a civil penalty is not specifically provided, the following civil penalties are
19 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
20 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
21 subsequent violation.

22 56. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
23 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
24 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
25 1194, 1197, and 1198.

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

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PRAYER FOR RELIEF

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

1. For civil penalties according to proof;
2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and
3. For such further relief that the Court may deem just and proper.

DATED: December 1, 2022

THE LAW OFFICE OF SCOTT ERNEST WHEELER


SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

Attorneys for Plaintiff and the other Aggrieved Employees