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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO COUNTY

MAR 21 2022

BY Justin A. Wheeler
JUSTIN A. WHEELER, SBN 342226SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINOMARCO HURTADO, individually, and on
behalf of all other aggrieved employees,

PLAINTIFFS,

v.

SS PERSONNEL LLC, a Delaware limited
liability company; VIRGINIA PARK, LLC, a
Michigan limited liability company;
VIRGINIA PARK FOODS, an unknown
business entity; and DOES 1 through 50,
inclusive,

DEFENDANTS.

CASE NO.

CIV SB 2205929

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**[California Labor Code § 2698 *et seq.*]**BY FAX**\$ 1000 SC-2022-25189 MW
\$ 435 SC-2022-25191 MW

1 This is a representative action brought by Marco Hurtado, individually and on behalf of all
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour
3 laws by his employers SS Personnel LLC ("SSP"), Virginia Park, LLC ("VPLLC") and Virginia Park
4 Foods ("VPF") (collectively, "Defendants"). Plaintiff makes the following allegations on information
5 and belief, except as to allegations pertaining to Plaintiff individually, which are based on his
6 personal knowledge.

7 **INTRODUCTION**

8 1. SSP is a private staffing company which provides temporary employees to work for
9 other businesses.

10 2. VPLLC and VPF operate a facility and warehouse where pasta is manufactured,
11 packaged and shipped throughout the State of California.

12 3. As private, for-profit businesses, Defendants have jointly implemented common
13 policies and practices that have resulted in systemic violations of California's wage and hour laws.

14 4. Defendants have implemented unlawful written policies with respect to meal and rest
15 breaks. Defendants also require their non-exempt employees, who are informed that the needs of the
16 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods and
17 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been
18 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

19 5. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved
20 employees proper overtime wages due the fact that they improperly calculate the regular rate of pay,
21 and willfully turn a blind eye to off-the-clock work that Plaintiff and other non-exempt employees
22 perform as a direct consequence of Defendants' understaffing and imposition of an unreasonable
23 workload.

24 **JURISDICTION AND VENUE**

25 6. The Superior Court of the State of California has jurisdiction in this matter because
26 Plaintiff is a resident of the State of California.

27 7. Venue is proper in this judicial district and the County of San Bernardino because SSP
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1 maintains its office in the City of Fontana, California, a city located in the County of San Bernardino,
2 and one or more of the wrongful acts alleged herein occurred in the County of San Bernardino.

3 8. Defendants employed Plaintiff and other aggrieved employees within the State of
4 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
5 employees.

6 9. The State of California, San Bernardino County, has jurisdiction in this matter because
7 the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional
8 threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal
9 court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based
10 solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil
11 Procedure and Rules of Court. Thus, the State of California, San Bernardino County Superior Court
12 maintains the appropriate jurisdiction to hear this matter.

13 **THE PARTIES**

14 10. Plaintiff is a citizen of the State of California. During the relevant time period,
15 Plaintiff was employed by Defendants as a warehouse worker.

16 11. Plaintiff is informed and believes, and thereon alleges, that Defendant SSP, is, and at
17 all times relevant hereto was, and is a limited liability company organized and existing under the laws
18 of the State of Delaware. Defendant SSP is authorized to conduct business and does conduct business
19 in the State of California.

20 12. Plaintiff is informed and believes, and thereon alleges, that Defendant VPLLC is, and
21 at all times relevant hereto was, a limited liability company organized and existing under the laws of
22 the State of Michigan and authorized to do business in the State of California.

23 13. Plaintiff is informed and believes, and thereon alleges, that Defendant VPF is, and at
24 all times relevant hereto was, and is an unknown business entity.

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

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

10 16. Plaintiff is informed and believes, and based thereon alleges, that each of the
11 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
12 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
13 and was acting, at least in part, within the course and scope of such employment and agency, with the
14 express and implied permission, consent and knowledge, approval and/or ratification of the other
15 Defendants. The above co-Defendant, managing agents, and supervisors, aided, abetted, condoned,
16 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

17 17. On January 10, 2022, Plaintiff provided Defendants with notice pursuant to Labor
18 Code §2810.3 with regard to potential joint liability based upon violations of the Labor Code as
19 provided herein. Defendant SSP, for all purposes of this action, is a the "labor contractor" pursuant
20 to Labor Code §2810.3 and Defendants VPLLC and VPF are the "client employers", and shall share
21 any and all civil liability for all of the aggrieved employees supplied by Defendant SSP for any and
22 all penalties imposed as a result of this action.

23 18. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
24 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
25 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
26 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
27 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
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DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such DOE defendants when ascertained.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

19. On January 10, 2022, Plaintiff gave written notice by certified mail pursuant to California Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and Defendants, of the specific provisions of the California Labor Code and IWC Wage Order alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from January 10, 2022 postmark date of his written notice before filing this action, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under the California Private Attorneys General Act of 2004 (“PAGA”).

20. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of the State of California, and all other aggrieved employees (e.g., current and former non-exempt employees of Defendants and performed work for Defendants in the State of California at any time within the period beginning one (1) year prior and sixty-five (65) days prior to the January 10, 2022 notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action proceeds to final judgment (“statute of limitations period”).

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]

21. During the statute of limitations period, as part of Defendants’ illegal policies and practices to minimize labor costs and maximize corporate profits, Defendants have required, permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods, to completely skip their meal periods, to take late and short meal periods, and Defendants have otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

22. Defendants have implemented several practices that have caused Plaintiff and

1 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
2 Defendants systematically understaff their job sites such that non-exempt employees are given so
3 much work to complete that they regularly miss or otherwise take non-compliant meal periods. As a
4 direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work to
5 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
6 take them after working longer than five (5) hours, to perform work during their meal periods, or
7 return to work after taking less than a thirty (30) minute meal period.

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

14 24. Plaintiff and aggrieved employees need to first secure permission before taking a meal
15 period. Plaintiff and aggrieved employees often cannot simply stop working and take their meal
16 period, and their inability to secure coverage regularly causes them to regularly miss and otherwise
17 take non-compliant meal periods.

18 25. Despite the foregoing, Defendants have implemented a policy and practice of actively
19 discouraging the issuance of meal period premium payments, and in the process, Defendants have
20 also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
21 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
22 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
23 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
24 regular rate of pay for each workday that such a meal period was not authorized or permitted.
25 Defendants also implemented an unlawful meal period policy by compensating Plaintiff and
26 aggrieved employees for interrupted meal periods only for their actual work time, as opposed to
27 paying them legally required premiums.

1 26. Defendants 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 meal period, in
4 accordance with the applicable wage order, one additional hour of compensation at the proper regular
5 rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc., for each
6 workday that a rest break was not provided.

7 **Failure to Provide Required Rest Breaks**

8 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

9 27. During the statute of limitations period, as part of Defendants' illegal policies and
10 practices to minimize labor costs and maximize corporate profits, Defendants have failed to authorize
11 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
12 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

13 28. The same common policies and practices that deprive Plaintiff and other aggrieved
14 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
15 take their first and second and third rest breaks. As alleged herein, Defendants understaff their
16 facilities, which creates so much work for Plaintiff and other aggrieved employees that they are
17 frequently unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to
18 secure permission before taking a rest break, which is often denied by supervisors.

19 29. Defendants also do not provide adequate training regarding their legal obligations with
20 respect to the provision of rest breaks, do not implement a schedule regarding rest breaks for non-
21 exempt employees, Defendants do not post the required wage and hour posters, including but not
22 limited to, the appropriate IWC Wage Order poster, at the workplace, nor do Defendants provide
23 adequate training regarding the legal obligations to provide rest breaks to Plaintiff and aggrieved
24 employees, and neither Defendants have implemented an adequate schedule regarding rest breaks for
25 non-exempt employees. In short, Defendants essentially have a non-existent rest break policy, as
26 there is no guidance or specification as to when Plaintiff and other aggrieved employees are
27 authorized and permitted to take rest breaks during their shifts. This common policy (or lack thereof)

1 has caused widespread missed rest breaks and systematic violations of California Labor Code §§
2 226.7 and 512, and IWC Order No. 9-2001, § 12.

3 30. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC
4 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
5 failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in
6 accordance with the applicable wage order, one additional hour of compensation at the proper regular
7 rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc., for each
8 workday that a rest break was not provided.

9 **Failure to Pay Overtime Wages**

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

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

18 32. During the statute of limitations period, Defendants have failed to compensate
19 Plaintiff and other aggrieved employees for all overtime hours worked as required under the
20 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:
21 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
22 California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or
23 suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal
24 and rest breaks, but not compensating them for this time, improperly calculating the regular rate of
25 pay based on shift differential and other remuneration, and other methods to be discovered.

26 33. In a short-sighted attempt to maximize profits, Defendants have understaffed their
27 facilities. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
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1 also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendants
2 have actual or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and
3 other aggrieved employees routinely arrive to work early to check so that they are prepared and ready
4 to begin performing their duties promptly at the start of their shifts, as they must be pursuant to
5 Defendants' requirements. Defendants know that Plaintiff and other aggrieved employees perform
6 this work off-the-clock.

7 34. Plaintiff and other aggrieved employees must get to work by no later than the start of
8 their shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work a few
9 minutes late. Likewise, Plaintiff and other aggrieved employees are in a rush to complete their
10 mandatory job duties, so they are rarely afforded the benefit of clocking out early at the end of their
11 shifts. This results in the widespread underpayment of time worked.

12 35. Defendants have knowingly and willfully refused to perform their obligations to
13 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
14 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

15 **Failure to Pay Minimum Wages**

16 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

17 36. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
18 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
19 period is unlawful.

20 37. During the statute of limitations period, the hourly rates for Plaintiff and other
21 aggrieved employees were precisely at California minimum wage. Based on this common practice,
22 Defendants failed to pay Plaintiff and other aggrieved employees minimum wages for all hours
23 worked by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the
24 clock, such as requiring them to work through meal and rest breaks but not compensating them for
25 this time, and failing to include this time in all hours worked, and other methods to be discovered.

26 38. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
27 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff
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1 and other aggrieved employees have been damaged in an amount according to proof at trial.
2 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other
3 applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of
4 wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of
5 suit.

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

7 **[Cal. Lab. Code §§ 201 - 203]**

8 39. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to pay
9 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
10 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
11 the time of discharge are due and payable immediately.

12 40. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
13 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
14 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
15 which case the employee is entitled to his or wages at the time of quitting.

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

20 42. During the statute of limitations period, Defendants have willfully failed to pay
21 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance with
22 California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide Plaintiff
23 and other aggrieved employees with their final paychecks within the timeframes required under
24 California law. In addition, because Defendants have failed and continue to fail to properly
25 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages,
26 and compensation for non-compliant meal and rest breaks, Defendants have also willfully failed and
27 continue to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved
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1 employees in accordance with California Labor Code §§ 201 and 202.

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

3 **[Cal. Lab. Code § 226(a); § 7 of the Applicable IWC Wage Order]**

4 43. During the statute of limitations period, Defendants have routinely failed to provide
5 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
6 Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of
7 pay for regular and overtime hours worked by Plaintiff and aggrieved employees. Further,
8 Defendants were and are not providing Plaintiff and other aggrieved employees with proper meal
9 periods and rest breaks but intentionally fail to include in their wage statements one (1) additional
10 hour of compensation at their regular rates of pay for each non-compliant meal period or rest break
11 which include but not limited to, shift differentials, nondiscretionary bonuses, etc. Moreover,
12 Defendants listed Plaintiff and the other aggrieved employees entire social security number on the
13 wage statements. Defendants wage statements also fail to have the full and complete legal address
14 for the legal entity that is the employer of Plaintiff and the other aggrieved employees, and also failed
15 to provide the amount of supplemental COVID-19 paid sick leave taken and available on the wage
16 statements, all in violation of Labor Code §226.

17 44. In order to conceal their wage theft, Defendants knowingly and intentionally failed to
18 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
19 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

20 45. Plaintiff and other aggrieved employees suffered injury as a result of Defendants'
21 failure to provide timely and accurate itemized wage statements because it listed the incorrect
22 employers, and prevented them from discovering the scope and extent of Defendants' violations of
23 California wage and hour laws, prevented them from being able to determine the gross wages earned,
24 the total hours worked, all deductions made, the net wages earned, all applicable hourly rates in effect
25 during each pay period and the corresponding number of hours worked at each hourly rate, or even
26 the name and address of the legal entity that employed them at all times alleged herein.

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1 the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their
2 wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2 and for the reasons
3 provided herein.

4 **FIRST CAUSE OF ACTION**

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

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

7 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendant)**

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

10 50. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
11 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved
12 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
13 was employed by Defendant and one or more of the alleged California Labor Code violations was
14 committed against Plaintiff during the statute of limitations period.

15 51. A plaintiff has standing to represent all aggrieved employees for all of his asserted
16 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
17 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
18 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).

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

22 53. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
23 penalties from Defendant in a representative action for the violations set forth above, including but
24 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558
25 1174, 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

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

- a. Pursuant to California Labor Code § 226.3, for violations of California Labor Code § 226(a), Defendant is subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay periods.
- b. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars (\$500).

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

56. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendant's violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 248.2, 226.7, 1197, 1024.5, and for the violations of the applicable IWC Wage Order alleged above.

57. All civil penalties sought and recovered under this action will be allocated as follows: seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and aggrieved employees.

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

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),

1 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
2 attorneys' fees and costs; and

3 3. For such further relief that the Court may deem just and proper.

4 DATED: March 18 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

5
6 By 
7 SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

8 *Attorneys for Plaintiff and the other Aggrieved*
9 *Employees*