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Attorneys for Plaintiff BEATRIZ PACHECO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

BEATRIZ PACHECO, an individual, on
behalf of herself and other similarly aggrieved
employees and the State of California,

Plaintiff,

vs.

G4 FARM LABOR SERVICE, INC., a
California corporation; and **DOES 1-50**,

Defendants.

Unlimited Jurisdiction

Case No.: BCV-22-100582

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

1 Plaintiff Beatriz Pacheco (“Plaintiff”), on behalf of herself and all other similarly aggrieved
2 employees and the State of California, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff, as a proxy for the State of California, brings a representative law
5 enforcement action under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code
6 Section 2698 et seq., to recover civil penalties against G4 Farm Labor Service, Inc. (“Defendant”
7 or “G4”). On behalf of herself and other aggrieved employees, Plaintiff seeks to recover civil
8 penalties (75% payable to the Labor Workforce Development Agency and 25% payable to
9 aggrieved employees) owed by Defendants under, Labor Code Section 2699 for failure to pay all
10 minimum and overtime wages, failure to timely pay all wages during employment, failure to keep
11 legally compliant payroll records, failure to timely pay all wages upon cessation of employment,
12 failure to reimburse for business expenses, and failure to provide accurate wage statements.

13 **JURISDICTION AND VENUE**

14 2. Venue is proper in the County of Kern because work was performed by aggrieved
15 employees for Defendants in the County of Kern, including in Bakersfield, California, and the
16 legal obligations of Defendants to Plaintiff and other aggrieved employees were breached
17 throughout California, including in Kern County.

18 3. The California Superior Court has jurisdiction in this matter because Plaintiff is a
19 resident of California, Defendants are qualified to do business in California and Defendants
20 regularly conduct business in California. Further, there is no federal question at issue as the claims
21 herein are based solely on California law.

22 **THE PARTIES**

23 **A. Plaintiff**

24 4. Plaintiff is over the age of eighteen, and at times mentioned in this complaint, was
25 a resident of California. During the one-year period preceding the notification of her claims under
26 PAGA to Defendants and Labor Workforce and Development Agency (the “LWDA”), Plaintiff
27 was employed by Defendant G4 Farm Labor Service, Inc. in California as an hourly paid non-
28

1 exempt employee performing agricultural harvesting duties. Plaintiff worked as a seasonal
2 employee for Defendants from September to November 22, 2021.

3 5. Plaintiff seeks to represent similarly situated persons who are Aggrieved
4 Employees. Aggrieved Employees are persons who, at any time since the date one year before the
5 date of Plaintiff's letter notifying Defendants and the LWDA of the alleged violations, were
6 subjected to the following violations of California law: Labor Code Sections 201, 202, 203, 204,
7 226, 1174(d), 1174.5, 1194, 1197, 2802, and the applicable Industrial Welfare Commission
8 ("IWC") Wage Orders, including Wage Order 14-2001.

9 6. As such, Plaintiff appears in this action on behalf of herself and on behalf of all
10 other similarly situated aggrieved employees and the State of California.

11 **B. Defendants**

12 7. Plaintiff is informed and believes, and thereon alleges, that Defendant G4 Farm
13 Labor Service, Inc. is a California corporation that does business in California, including in Kern
14 County, among others. G4 is a farm labor contractor that provides farm labor to agricultural
15 growers throughout California. At all times relevant to this action, G4 has been in the business of
16 contracting with clients to supply those services throughout California.

17 8. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
18 participation in the conduct herein alleged, of the Defendants sued herein as DOES, but is informed
19 and believes and thereon alleges that said Defendants are legally responsible for the wrongful
20 conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will
21 amend this complaint to allege the true names and capacities of the DOE Defendants when
22 ascertained.

23 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of one or more of the other Defendants, carried out
25 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
26 Defendant are legally attributable to one or more of the other Defendants.

1 **FACTS RELEVANT TO PLAINTIFF'S CLAIMS**

2 ***Unpaid Minimum and Overtime Wages***

3 10. Throughout Plaintiff's employment with Defendants, including the one year prior
4 to the date of Plaintiff's letter notifying Defendants and the LWDA of the alleged violations,
5 Plaintiff and other similarly aggrieved employees were subject to Labor Code Sections 1194, 1197
6 and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including Wage Order
7 14-2001. Under Labor Code Section 1194 and 1197 and subsection 4 of Wage Order 14, Plaintiff
8 and other similarly aggrieved employees were entitled to receive minimum wages for all hours
9 worked. Likewise, subsection 3 of Wage Order 14 entitled Plaintiff and other similarly aggrieved
10 employees, as of January 1, 2021, to overtime for all hours worked over 8 1/2 hours per day or 45
11 hours per week and in 2020, to overtime for all hours worked over 9 hours per day or 50 hours per
12 week, etc.

13 11. When working in the agricultural grower's field and supervised by Defendant's
14 other employees, Plaintiff and other similarly aggrieved employees were suffered and permitted
15 to work before the start of their shifts. Specifically, Plaintiff and other similarly aggrieved
16 employees were required to attend pre-shift meetings (or escuelas).

17 12. Plaintiff and other similarly aggrieved employees were not paid all minimum and
18 overtime wages they were owed for the time they spent attending or working during the pre-shift
19 time, which was not recorded, in violation of Labor Code §§ 1194 and 1197 and the IWC Wage
20 Order 14-2001 subsections 3 and 4.

21 ***Failure to Timely Pay All Wages During Employment***

22 13. At all relevant times, Defendants employed Plaintiff and other similarly aggrieved
23 employees subject to Labor Code Section 204. Labor Code Section 204 states that all wages earned
24 by an employee are due and payable twice during each calendar month on days designated in
25 advance by employer.

26 14. As a result of the off-the-clock pre-shift work alleged above, Plaintiff and other
27 similarly aggrieved employees were not compensated by Defendant for all hours that they worked,
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1 including all hours worked over 8 ½ hours in a day or over 45 hours in a week in 2021 or over 9
2 hours in a day or over 50 hours in a week in 2020, etc. Defendant failed to pay Plaintiff and other
3 similarly aggrieved employees all wages due for work performed and this failure continued
4 through their employment by Defendant. As a result, Defendant violated Labor Code § 204.

5 15. As Defendant failed to pay Plaintiff and other similarly aggrieved employees as
6 required by California Labor Code § 204, when such violations occurred, Defendant is liable for
7 penalties of \$100 per day for the first violation within the statutory period, and \$200 per pay period
8 for each additional violation.

9 ***Failure to Keep Legally Compliant Payroll Records***

10 16. At all relevant times, Defendants were subject to Labor Code Section 1174 and
11 therefore obligated to comply with its terms. Labor Code Section 1174 states, “[e]very person
12 employing labor in this state shall... (d) [k]eep at a central location in the state or at the plants or
13 establishment at which employees are employed, payroll records showing the hours worked daily
14 and the wages paid to, ..., employees employed at the respective plants or establishments.” The
15 “Records” section of the applicable IWC Wage Order states that every employer shall keep
16 accurate information with respect to each one of its employees, including time records showing
17 when the employee begins and ends each work period and meal period, total hours worked in the
18 payroll period and applicable rates of pay, and total wages paid each payroll period.

19 17. Defendants failed to keep accurate information with respect to Plaintiff’s and other
20 similarly aggrieved employees’ payroll, including the total hours worked and total wages earned
21 (such as factoring in pre-shift off-the-clock work to the total wages earned) each payroll period as
22 required by the “Records” section of Wage Order 14-2001. Defendant therefore knowingly and
23 intentionally failed to maintain accurate records as required by Labor Code Section 1174.

24 18. Moreover, Labor Code Section 1174.5 imposes a civil penalty of \$500 for an
25 employer’s failure to maintain accurate and complete records. This civil penalty is in addition to
26 the civil penalty of \$100 per pay period, per aggrieved employee that would be pursuant to Labor
27 Code Section 2699 for a violation of Labor Code Section 1174(d).

19. Defendant's failure to maintain accurate and complete records constitutes an injury as defined under Labor Code Section 1174. Therefore, Plaintiff and other aggrieved employees have suffered an injury for the purposes of Labor Code Section 1174.5 and 2699 and are entitled to recover the greater of all actual damages or the amount specified in Sections 1174 and 2699 per violation.

Unpaid Final Wages

20. Throughout Plaintiff's employment with Defendants, Defendants employed Plaintiff and other similarly aggrieved employees on a seasonal basis.

21. At all relevant times, Plaintiff and other similarly aggrieved employees were covered by Labor Code Section 201 and were “discharged” at the end of their seasonal work within the meaning of Labor Code Section 201.

22. Pursuant to Labor Code Section 201, Defendant owed Plaintiff and other similarly aggrieved employees' immediate payment of their final wages at the time of each of their discharge. However, Defendant did not pay final wages at the time of discharge. Instead, Plaintiff and other similarly aggrieved employees had to wait until the regularly scheduled payday to receive their final wages. Defendant therefore maintained a policy or practice of paying seasonally employed persons their final wages without regard for the timing requirement of Labor Code Section 201. For example, Plaintiff and other similarly aggrieved employees; last day of work was on November 22, 2021, but Plaintiff and other similarly aggrieved employees were not paid their final wages until November 25, 2021, their regularly scheduled payday.

23. Additionally, Defendant further violated Labor Code Sections 201 and 202 because Plaintiff and other similarly aggrieved employees did not receive all wages owed due to Defendant's failure to account for all minimum and overtime wages from the off-the-clock work alleged above at the time of termination.

Failure to Reimburse Business Expenses

24. At all relevant times, Defendants employed Plaintiff and other similarly aggrieved employees subject to Labor Code § 2802. Labor Code Section 2802 requires that an employer

indemnify its employees for all necessary expenditures or losses that employees incur as a direct consequence of discharging their duties or of obeying employer directions.

25. During Plaintiff's employment, Plaintiff was required to use her own tools to harvest fruits. Specifically, Plaintiff had to purchase gloves, picking scissors, scissor holder, and a scissor sharpener. Defendants did not reimburse Plaintiff and other similarly aggrieved employees for the expenses that Plaintiff and other similarly aggrieved employees incurred for the purchase of required tools and protective gear that was used for the benefit of Defendant's business-related activities.

26. As Defendants failed to reimburse Plaintiff and other similarly aggrieved employees for business expenses they incurred in violation of Labor Code Section 2802, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period and \$200 per pay period for each additional violation.

Inaccurate Wage Statements

27. Labor Code Section 226(a) requires employers furnish accurate itemized statements in writing that show, inter alia, “(2) the total number of hours worked by the employee...” Defendant failed to comply with Labor Code Section 226(a) on multiple occasions. For example, for the pay periods of October 18, 2021 through October 24, 2021 and November 1, 2021 through November 7, 2021, Plaintiff’s wage statements failed to include the total number of hours worked. Instead, the wage statements attempt to itemize each day worked within a pay period and list the hours worked on that day. However, the timecard lines on each wage statement do not fit in a single statement and states, “There were more than 14 timecard lines for this employee during this pay period.” No other statement was provided for the omitted timecard lines. Importantly, the total hours worked by Plaintiff do not appear anywhere on either statement. Without knowing the total hours worked, Plaintiff cannot know if she was paid for all her time, whether she was paid correctly, or was paid at the correct regular rate of pay for her rest and recovery periods because the total hours worked is required for her to perform that calculation.

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER PAGA**

3 **(By Plaintiff, Aggrieved Employees and the State of California against Defendants)**

4 28. Plaintiff re-alleges and incorporates by reference the foregoing allegations as
5 though set forth herein.

6 29. At all times relevant to this action, Plaintiff and other Aggrieved Employees were
7 “aggrieved employees” within the meaning of Labor Code Section 2699.

8 30. Defendants’ conduct as described herein, arising from Defendants’ failure to pay
9 all minimum and overtime wages, failure to timely pay all wages during employment, failure to
10 keep legally compliant payroll records, failure to pay final wages upon cessation of employment,
11 failure to reimburse for business expenses, and failure to provide to provide accurate wage
12 statements, constitute violations of Labor Code Sections 201, 202, 203, 204, 226, 1174(d), 1174.5,
13 1194, 1197, 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders,
14 including Wage Order 14-2001.

15 Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
16 and other current or former employees, to bring a civil action to recover civil penalties pursuant to
17 the procedures specified in Labor Code Section 2699.3.

18 31. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
19 Section 2699.3. By letter dated January 6, 2022, Plaintiff gave written notice to the Labor and
20 Workforce Development Agency (“LWDA”) via its online filing system and by certified mail to
21 Defendant G4 Farm Labor Service, Inc. of the specific provisions of the Labor Code alleged to
22 have been violated, including the facts and theories to support the alleged violations. A true and
23 correct copy of the January 6, 2022, letter is attached hereto as **Exhibit 1**. To date, more than 65
24 days after the January 6, 2022 submission date, the LWDA has not advised Plaintiff that it intends
25 to investigate Plaintiff’s allegations.

26 32. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved
27 Employees are entitled to civil penalties for Defendants’ violations of the Labor Code and the

1 applicable Wage Orders of the Industrial Welfare Commission, including Wage Order 14, in the
2 amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
3 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
4 subsequent violation. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered
5 shall be distributed to the LWDA, and 25% shall be distributed to the aggrieved employees.

6 33. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of
7 reasonable attorney's fees and costs in connection with her claims for civil penalties.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff on behalf of herself and all others similarly aggrieved employees,
10 prays for relief and judgment against Defendants as follows:

- 11 1. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and
12 25% payable to aggrieved employees);
- 13 2. Costs;
- 14 3. Reasonable attorney's fees; and
- 15 4. Such other and further relief as this Court may deem just and proper.

16 Dated: March 14, 2022

MOSS BOLLINGER, LLP

17
18 By: 

19 Jeremy F. Bollinger

Ari E. Moss

Jorge A. Flores

Attorneys for Plaintiff, BEATRIZ PACHECO

EXHIBIT 1

to

Complaint

Pacheco v. G4 Farm Labor Service, Inc.



Moss Bollinger
LLP

JEREMY F. BOLLINGER
310.982.2984/fax: 818.963.5954
jeremy@mossbollinger.com

January 6, 2022

VIA PAGA ONLINE FILING

Secretary Natalie Palugyai
Labor & Workforce Development Agency
PAGA ADMINISTRATOR
1515 Clay Street, Ste. 801
Oakland, California 94612

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

G4 Farm Labor Service, Inc.
c/o Nick E. Gonzalez, Agent for Process
6930 Coffee Road
Bakersfield, CA 93308

Re: Notice pursuant to Labor Code Section 2699.3
Labor Code Private Attorneys General Act ("PAGA")

Employers: G4 Farm Labor Services, Inc.

Employee: Beatriz Pacheco, on behalf of herself and on behalf of all current and former non-exempt agricultural workers employed by G4 Farm Labor Services, Inc.

Dear Secretary Palugyai:

Pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), representative employee, Beatriz Pacheco ("Plaintiff"), on behalf of herself and all other similarly situated California employees, gives notice that her former employer, G4 Farm Labor Services, Inc. ("G4" or "Defendant") violated the California Labor Code throughout Plaintiff's employment and within the one year prior to the mailing of this letter as follows.

The Parties

Defendant G4 is a California Corporation with its principal place of business in Bakersfield, California. Defendant G4 is a farm labor contractor that provides farm labor to agricultural growers throughout California. Plaintiff Pacheco worked as a seasonal employee for Defendant from sometime in September 2021 to November 22, 2021. During the one-year period preceding the submission of this letter, Defendant G4 assigned Plaintiff to work the harvest for a grower in Bakersfield, California.

Accordingly, Plaintiff seeks to represent all current and former non-exempt hourly paid employees of Defendant G4 who were assigned to work for agricultural growers in the state of California within one year preceding the date of this letter through the present for violations of Labor Code §§ 201-203, 204, 226, 1194, 1197 and 2802 and the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

Unpaid Minimum and Overtime Wages

Throughout Plaintiff’s employment, Defendant employed Plaintiff and other similarly aggrieved employees subject to Labor Code Sections 1194 and 1197 and the IWC Wage Orders, including Wage Order 14-2001. Under Labor Code Section 1197 and subsection 4 of Wage Order 14, Plaintiff and other similarly aggrieved employees were entitled to receive minimum wages for all hours worked. Likewise, subsection 3 of Wage Order 14 entitles Plaintiff and other similarly aggrieved employees to overtime wages for all hours worked over 8 1/2 hours per day or 45 hours per week.

When working in the agricultural grower’s field and supervised by Defendant’s other employees, Plaintiff and other similarly aggrieved employees were suffered and permitted to work before the start of their shifts. Specifically, Plaintiff and other similarly aggrieved employees were required to attend pre-shift meetings (or escuelas). Plaintiff and other similarly aggrieved employees were not paid all minimum and overtime wages they were owed for the time they spent attending/working during the pre-shift time, which time was not recorded, in violation of Labor Code §§ 1194 and 1197 and the IWC Wage Order 14-2001 subsections 3 and 4.

As Defendant failed to pay all minimum and overtime wages, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period and \$200 per pay period for each additional violation.

Violation of Labor Code §§ 204

California Labor Code § 204 states that all wages earned by an employee are due and payable twice during each calendar month on days designated in advance by employer. As a result of the off-the-clock pre-shift work alleged above, Plaintiff and other similarly aggrieved persons were not compensated by Defendant for all hours that they worked, including all hours worked over 8

1/2 hours in a day or over 45 hours in a week. Defendant willfully failed to timely pay Plaintiff and other similarly aggrieved employees all wages due for work performed and this failure continued through their employment by Defendant. As a result, Defendant violated California Labor Code § 204.

As Defendant failed to pay Plaintiff and other similarly aggrieved person as required by California Labor Code § 204, when such violations occurred, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

Violations of Labor Code § 1174(d), 1174.5 and IWC Wage Order 14-2001(7)

Labor Code Section 1174 states, “[e]very person employing labor in this state shall...(d) [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments.” The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period. Wage Order 14-2001(7).

Defendant failed to keep accurate information with respect to Plaintiff’s and other similarly aggrieved employees’ payroll, including the total hours worked and total wages earned (such as factoring in pre-shift off-the-clock work to the total wages earned) each payroll period as required by the “Records” section of the applicable IWC Wage Order. Therefore, Defendant knowingly and intentionally failed to keep and maintain accurate records as required by Labor Code Section 1174.

Labor Code Section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code Section 2699 for a violation of Labor Code Section 1174(d).

Defendant’s failure to maintain accurate and complete records constitutes an injury as defined under Labor Code Section 1174. Therefore, Plaintiff and other aggrieved employees have suffered an injury for purposes of Labor Code Sections 1174.5 and 2699 and are entitled to recover the greater of all actual damages or the amount specified in Sections 1174.5 and 2699 per violation.

As Defendant failed to maintain accurate records of Plaintiff and other similarly aggrieved employees as required by California Labor Code Section 1174, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

Unpaid Final Wages

Throughout Plaintiff's employment, Defendant employed Plaintiff and other similarly aggrieved employees on a seasonal basis. On information and belief, many employees would often return to work season after season for many years. Some only worked a few or for only one season.

At all relevant times, Plaintiff and other similarly aggrieved employees were covered by Labor Code Section 201 and were "discharged" at the end of their seasonal work within the meaning of Labor Code Section 201.

Pursuant to Labor Code Section 201, Defendant owed Plaintiff and other similarly aggrieved employees' immediate payment of their final wages at the time of each of their discharges. However, Defendant did not pay final wages at the time of discharge. Instead, Plaintiff and other similarly aggrieved employees had to wait until the regularly scheduled pay day to receive their final wages. Defendant therefore maintained a policy or practice of paying seasonally employed persons their final wages without regard for the timing requirement of Labor Code Section 201. For example, Plaintiff's and other similarly aggrieved employees' last day of work was on November 22, 2021, but Plaintiff and other similarly aggrieved employees were not paid their final wages until November 25, 2021, their regularly scheduled payday.

In addition, Defendant further violated Labor Code §§ 201 because Plaintiff and other similarly aggrieved employees did not receive all wages owed due to Defendant's failure to account for all minimum and overtime wages from the off-the-clock work.

Pursuant to Labor Code Section 203, Plaintiff and other similarly employed individuals are entitled to continuation of their wages, from the day of each discharge they experienced until the wages were paid, up to a maximum of thirty (30) days per discharge.

Non-Reimbursement of Business Expenses

At all relevant times, Defendant employed Plaintiff and other similarly aggrieved employees subject to Labor Code § 2802. Labor Code Section 2802 requires:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct

consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...

During Plaintiff's employment, Plaintiff was required to use her own tools to harvest fruits. Specifically, Plaintiff had to purchase gloves, picking scissors, scissor holder, and a scissor sharpener. Defendant did not reimburse Plaintiff and other aggrieved employees for the expenses Plaintiff and other similarly aggrieved employees incurred for the purchase of required tools and protective gear that was used for the benefit of Defendant's business-related activities.

As Defendant failed to reimburse Plaintiff and other similarly aggrieved employees for business expenses they incurred in violation of Section 2802, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period and \$200 per pay period for each additional violation.

Inaccurate Wage Statements

Labor Code § 226(a) requires employers to furnish accurate itemized statements in writing that show, inter alia, "(2) the total number of hours worked by the employee..." Defendant failed to comply with Labor Code §226(a)(2) on multiple occasions. For example, for the pay periods 10/18/21 through 10/24/21 and 11/1/21 through 11/07/2021, Plaintiff's wage statements failed to include the total number of hours worked. Instead, the wage statements attempt to itemize each day worked within a pay period and list the hours worked on that day. However, the time card lines on each wage statement do not fit in a single statement and states, "There were more than 14 time card lines for this employee during this pay period." No other statement was provided for the omitted time card lines. Importantly, the total hours worked by Plaintiff do not appear anywhere on either statement. Without knowing the total hours worked, Plaintiff cannot know if she was paid for all her time, whether she was paid correctly, or was paid at the correct regular rate of pay for her rest and recovery periods because the total hours worked is required for her to perform that calculation.

Because Defendant violated Labor Code Section 226(a), Defendant is liable for penalties of \$100 per pay period for the first wage statement violation within the statutory period, and \$200 per pay period for each additional violation.

Civil Penalties

As a result of the foregoing, Defendant is liable for civil penalties as provided for by California law. Consequently, Plaintiff and all other similarly aggrieved employees of Defendant are entitled to recover all penalties permitted by the Labor Code and penalties provided for under California law, including but not limited to Labor Code § 2698 *et seq.*

Conclusion

Defendant violated and continues to violate the California law as described above. Plaintiff requests that the agency allow her to pursue these violations in the civil action currently pending and arising out of the original and first supplemental notice provided to the LWDA. Thank you for your immediate attention to this matter. If you have any questions, please do not hesitate to contact me at (310) 982-2984.

Sincerely,

MOSS BOLLINGER, LLP

A handwritten signature in blue ink, appearing to read 'J. Bollinger', with a stylized flourish extending to the right.

Jeremy F. Bollinger