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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

05/05/2022
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

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

SUPERIOR COURT OF CALIFORNIA

CGC-22-599517

COUNTY OF SAN FRANCISCO

DANIELA MELGOZA, on behalf of the State of
California, and Aggrieved Employees,

Plaintiff,

v.

AEGIS SENIOR COMMUNITIES LLC d/b/a
AEGIS LIVING; and DOES 1-100, inclusive,

Defendant.

Case No.: _____

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

DEMAND FOR JURY TRIAL

1 Plaintiff Daniela Melgoza, on behalf of the State of California and the Aggrieved Employees
2 (“Plaintiff”), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action against Aegis Senior Communities LLC d/b/a Aegis Living (“Defendant”) on behalf of the
6 State of California to collect statutory penalties as a result of Defendant’s systematic violations of
7 California labor law with respect to Defendant’s non-exempt, hourly workers in California (the
8 “Aggrieved Employees”).

9 2. Plaintiff and the Aggrieved Employees are current and former non-exempt, hourly
10 workers who have worked for Defendant in California.¹

11 3. Upon information and belief, Defendant is part of the residential care facilities industry.
12 Defendant operates assisted living and memory care facilities that provide care to elder residents
13 suffering from physical and cognitive impairments. Defendant operates facilities throughout the
14 United States, including in the State of California. Defendant employs hundreds of hourly, non-
15 exempt workers similarly situated to Plaintiff throughout the State of California.

16 4. Plaintiff seeks civil penalties arising from Defendant’s violations of the Labor Code
17 with respect to Aggrieved Employees at Defendant’s facilities throughout California.

18 5. Plaintiff challenges Defendant’s policies and practices of (1) failing to authorize and
19 permit Plaintiff and the Aggrieved Employees to take meal and rest breaks to which they are entitled
20 by law and failing to make premium payments for those non-compliant meal and rest breaks; (2)
21 failing to pay Plaintiff and the Aggrieved Employees all minimum wages owed; (3) failing to pay
22 Plaintiff and the Aggrieved Employees overtime wages; (4) failing to compensate Plaintiff and the
23 Aggrieved Employees for all hours worked; (5) failing to reimburse Plaintiff and the Aggrieved
24 Employees for necessary business expenditures; (6) failing to provide Plaintiff and the Aggrieved
25 Employees accurate, itemized wage statements; and (7) failing to timely pay Plaintiff and the
26 Aggrieved Employees full wages earned during employment and upon termination or resignation.

27 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former
28 employees. For ease of discussion, the allegations herein are made in the present tense.

1 6. Defendant regularly fails to provide Plaintiff and the Aggrieved Employees with timely,
2 legally compliant meal and rest breaks, yet Defendant does not provide Plaintiff and the Aggrieved
3 Employees with premium pay for missed, late and/or interrupted meal and rest breaks. Plaintiff and
4 the Aggrieved Employees are routinely denied meal and rest breaks because (i) Defendant does not
5 adequately staff its facilities so that Plaintiff and Aggrieved Employees can get relief from their duties
6 to take meal and rest breaks; (ii) Defendant does not authorize, permit, and/or make available timely
7 meal and rest breaks for Plaintiff and the Aggrieved Employees; and (iii) Plaintiff and the Aggrieved
8 Employees are often too busy with work during the day to have time to take bona fide meal and rest
9 breaks. Plaintiff and the Aggrieved Employees routinely work through their meal and/or rest breaks.
10 When the Aggrieved Employees attempt a meal break, such is untimely, *i.e.*, does not occur before
11 the fifth hour of work, and/or interrupted.

12 7. Defendant maintains a policy and/or practice of failing to properly compensate Plaintiff
13 and the Aggrieved Employees for work related tasks performed while “off-the-clock,”. For example,
14 Plaintiff and Aggrieved Employees must clock out for their meal periods even though, as mentioned
15 above, they are routinely denied the opportunity to take an adequate meal period. This time spent
16 working for the benefit of Defendant goes unrecorded and unpaid.

17 8. Further, Defendant fails to pay Plaintiff and the Aggrieved Employees adequate
18 compensation for time spent working when Plaintiff and the Aggrieved Employees are clocked in.
19 For example, throughout Plaintiff’s tenure working for Defendant, Plaintiff received bi-weekly
20 payments of \$465.80 from Defendant, despite working 40 hours per week at a pay-rate of \$17.00 per
21 hour. These wage payments calculate to roughly \$5.82 per hour – well below the requirements of the
22 FLSA and State of California. Defendant blamed the underpayments on a breach in the Kronos payroll
23 system that Defendant uses to record hours and wages. However, it is the responsibility of Defendant,
24 not Kronos, to ensure that Plaintiff and the Aggrieved Employees receive the proper compensation
25 that is owed to them. While working full-time, in a position in which Plaintiff was to earn \$17.00 per
26 hour, Defendant’s policies resulted in Plaintiff going months without receiving a livable wage. The
27 Aggrieved Employees suffered similar underpayments as Plaintiff. Defendant has failed to timely and
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1 accurately issue Plaintiff and the Aggrieved Employees the correct payment for the hours of work
2 that they have labored for the benefit of Defendant.

3 9. Throughout the relevant time period, Plaintiff and the Aggrieved Employees have been
4 denied proper payment for all hours worked, including overtime and minimum wages, for the time
5 spent off-the-clock. As Plaintiff and the Aggrieved Employees regularly work in excess of eight
6 hours per day and forty hours per week, a substantial amount of this off-the-clock work should be
7 compensated at overtime rates. However, Defendant fails to pay for any of this work time, including
8 the required overtime premiums, in violation of the California Labor Code.

9 10. Further, Defendant requires the Aggrieved Employees to utilize their personal cell
10 phones and internet data in the performance of their duties, yet Defendant does not reimburse or
11 compensate the Aggrieved Employees for business related expenses incurred for the benefit of
12 Defendant.

13 11. As a result of the above violations, Defendant fails to provide Plaintiff and the
14 Aggrieved Employees with accurate, itemized wage statements. Defendant has also failed to pay all
15 wages due during employment and upon separation, when the Aggrieved Employees, like Plaintiff,
16 voluntarily or involuntarily terminated their employment with Defendant.

17 12. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
18 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
19 Private Attorneys General Act ("PAGA").

20 **PARTIES**

21 13. Plaintiff and the Aggrieved Employees are current and former non-exempt, hourly
22 employees for Defendant in California. Defendant employs and/or employed Plaintiff and the
23 Aggrieved Employees.

24 14. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
25 Complaint was a resident of the State of California.

26 15. Plaintiff was employed by Defendant as a non-exempt caregiver from approximately
27 November 2021 to approximately January 2022.

1 16. Defendant Aegis Senior Communities LLC, doing business as Aegis Living, is a
2 Washington corporation with its principal place of business located in Bellevue, WA. Defendant is
3 registered to do business in the State of California and does business in the State of California.
4 Defendant may be served with process by serving its registered agent, Corporation Service Company,
5 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

6 17. Plaintiff is informed, believes, and thereon alleges that Defendant operates assisted
7 living and memory care locations throughout California, including in the County of San Francisco.
8 Plaintiff is informed, believes, and thereon alleges that Defendant employs non-exempt employees
9 throughout California, including in the County of San Francisco.

10 18. Plaintiff is informed, believes, and thereon alleges that Defendant controls policies,
11 practices, and procedures at the facility locations throughout California. Plaintiff is informed,
12 believes, and thereon alleges that Defendant controls the wages, hours, and working conditions for
13 the non-exempt, hourly employees at the facility locations throughout California. Plaintiff is
14 informed, believes, and thereon alleges that Defendant operates a cohesive network of facilities across
15 California and that there are common policies, practices, and/or procedures across the facility
16 locations throughout California. Plaintiff is informed, believes, and thereon alleges that Defendant
17 directly controls the operations of its agents and managers at the facility locations throughout
18 California.

19 19. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of Does 1-100, inclusive, are unknown to Plaintiff, who therefore sues the Doe Defendants by
21 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously
22 named Defendants is responsible in some manner for the occurrences and violations as herein alleged.
23 Plaintiff will amend this Complaint to show their true names and capacities when they have been
24 ascertained. Defendant and Does 1-100 are jointly and severally liable for the civil penalties asserted.

25 20. At all relevant times, Defendant has done business under the laws of California, has had
26 places of business in California, including in this judicial district, and has employed the Aggrieved
27 Employees in this judicial district. Defendant is a “person” as defined in Labor Code § 18 and
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1 Business and Professions Code § 17201. Defendant is also an “employer” as that term is used in the
2 Labor Code and IWC Wage Orders.

3 **JURISDICTION AND VENUE**

4 21. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393(a) and/or
5 395(a). Defendant conducts business and employs Aggrieved Employees in this County. A
6 substantial portion of the events giving rise to these causes of action occurred in this County.

7 22. This Court has jurisdictions over Plaintiff’s claims for penalties pursuant to the PAGA.
8 The Court also has jurisdiction over Defendant because it is a company authorized to do business in
9 the State of California, and because Defendant does in fact do business and employ workers in the
10 State of California.

11 **FACTUAL ALLEGATIONS**

12 23. Defendant is part of the residential care facilities industry. Defendant operates numerous
13 assisted living, memory care, and other facilities in California and employs workers to staff those
14 facilities.

15 24. Plaintiff worked for Defendant as a caregiver in Aptos, California from approximately
16 November 2021 until approximately January 2022. Her duties included, but were not limited to,
17 assisting residents with activities of daily living; aiding residents in eating, dressing, and washing;
18 reporting resident status; and providing other care as needed. Excluding time worked off the clock,
19 Plaintiff typically worked eight hours per shift, and up to five or six shifts per week, earning \$17.00
20 per hour.

21 25. Like Plaintiff, the Aggrieved Employees are current and former non-exempt employees
22 of Defendant in California. Plaintiff is informed, believes, and thereon alleges that the Aggrieved
23 Employees perform work similar to Plaintiff, in that they support the operations of assisted living,
24 memory care, and similar facilities. Defendant pays the Aggrieved Employees, including Plaintiff, on
25 an hourly rate basis.

26 26. Plaintiff is informed, believes, and thereon alleges that the policies and practices of
27 Defendant has at all relevant times been similar for Plaintiff and the Aggrieved Employees, regardless
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1 of particular job assignment or facility location in California.

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

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

6 29. Plaintiff and Aggrieved Employees are routinely denied meal and rest breaks because
7 Defendant does not authorize permit, and/or make available timely meal and rest break periods.
8 Plaintiff and Aggrieved Employees are too busy with work during the day to have time to take bona
9 fide meal and rest breaks. Plaintiff and Aggrieved Employees are unable to take meal and rest breaks
10 because Defendant is understaffed, and there are not enough employees to cover the floor if they want
11 to step away for a meal and/or rest break. Plaintiff and Aggrieved Employees do not receive the
12 required penalty pay for all non-compliant meal periods and rest breaks.

13 30. Plaintiff is informed, believes, and thereon alleges that the same rest break and meal
14 period policies and practices are in place across Defendant's facilities throughout California.

15 31. Additionally, Defendant fails to pay Plaintiff and the Aggrieved Employees adequate
16 compensation for time spent working when Plaintiff and the Aggrieved Employees are clocked in. As
17 mentioned above, throughout Plaintiff's tenure working for Defendant, Plaintiff received bi-weekly
18 payments of \$465.80 from Defendant, despite working 40 hours per week at a pay-rate of \$17.00 per
19 hour. These wage payments calculate to roughly \$5.82 per hour – well below the requirements of the
20 FLSA and State of California. Defendant blamed the underpayments on a breach in the Kronos payroll
21 system that Defendant used to record hours and wages. However, it is the responsibility of Defendant,
22 not Kronos, to ensure that Plaintiff and the Aggrieved Employees receive the proper compensation
23 that is owed to them. While working full-time in a position in which Plaintiff was to earn \$17.00 per
24 hour, Defendant's policies resulted in Plaintiff going months without receiving a livable wage. The
25 Aggrieved Employees suffered similar underpayments as Plaintiff. Defendant has failed to timely and
26 accurately issue Plaintiff and the Aggrieved Employees the correct payment for the hours of work
27 that they have labored for the benefit of Defendant

1 32. Defendant routinely requires Plaintiff and Aggrieved Employees to perform substantial
2 work off-the-clock and without compensation. This includes time that Plaintiff and the Aggrieved
3 Employees spend working through meal periods while off-the-clock.

4 33. Plaintiff and Aggrieved Employees perform other work-related activities for Defendant
5 off-the-clock without compensation, such as answering work-related calls and text messages during
6 non-work hours, among other off-the-clock work. All of these activities are uncompensated and
7 generate significant unpaid wages.

8 34. Plaintiff and Aggrieved Employees routinely work in excess of eight hours per day and
9 over 40 hours per week, thus, the off-the-clock time regularly should be compensated at overtime
10 rates.

11 35. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
12 denied compensation for all hours worked, including minimum wages and overtime.

13 36. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes the same or
14 substantially similar timekeeping mechanisms throughout all its facilities in California.

15 37. Moreover, Defendant systematically fails to reimburse the Aggrieved Employees for
16 business expenses that they routinely incur in the performance of their work duties. For instance,
17 Defendant requires the Aggrieved Employees to use their personal cell phones and personal cell voice,
18 text, and data plans for extensive, regular work-related communications. However, the Aggrieved
19 Employees have not received reimbursement from Defendant for such business expenditures.

20 38. Plaintiff is informed, believes, and thereon alleges that Defendant institutes the same or
21 substantially similar policy throughout its locations in California that result in Aggrieved Employees
22 not being reimbursed for business expenditures incurred for the benefit of Defendant.

23 39. Defendant's common course of wage-and-hour abuse includes routinely failing to
24 maintain true and accurate records of the hours worked by Plaintiff and the Aggrieved Employees.
25 Defendant has failed to record hours that Plaintiff and the Aggrieved Employees worked off-the-
26 clock, failed to record non-compliant meal and rest periods, and failed to record out-of-pocket
27 business expenditures incurred by Plaintiff and the Aggrieved Employees.

1 40. Defendant does not provide Plaintiff and the Aggrieved Employees with accurate wage
2 statements as required by California law. Plaintiff and the Aggrieved Employees receive wage
3 statements that do not reflect all hours worked, premium pay for missed meal and rest periods,
4 applicable overtime premiums, and reimbursement for business expenses.

5 41. Defendant does not provide Plaintiff and the Aggrieved Employees with full payment
6 of all wages owed upon separation from employment. At the time their employment ends, Plaintiff
7 and the Aggrieved Employees are owed wages and premium pay for all time worked, overtime,
8 missed meal and rest breaks, and reimbursement of business expenses, whether their termination was
9 voluntary or involuntary; yet Defendant has failed to provide Plaintiff and the Aggrieved Employees
10 with such payments. As a result, and pursuant to the California Labor Code, Defendant is subject to
11 waiting time penalties.

12 42. Plaintiff is informed, believes, and thereon alleges that Defendant is well aware that its
13 policies and practices deprive Plaintiff and the Aggrieved Employees of substantial pay for all time
14 worked, including overtime compensation and minimum wages, and that its workers involved with
15 resident care do not receive legally compliant meal and rest periods. Defendant is further aware that
16 Plaintiff and the Aggrieved Employees receive incorrect and underpaid wages, and that even if
17 Defendant's payroll system malfunctions, it is still Defendant's duty to ensure Plaintiff and the
18 Aggrieved Employees receive their owed wages on time. Thus, Defendant's denial of wages,
19 compliant meal and rest periods, and reimbursement of business expenditures to Plaintiff and the
20 Aggrieved Employees is and/or was deliberate and willful.

21 43. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
22 has been widespread, repeated, and consistent as to the Aggrieved Employees and throughout
23 Defendant's operations in California.

24 44. Defendant's conduct was willful, carried out in bad faith, and triggers significant civil
25 penalties in an amount to be determined at trial.

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FIRST CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(a)
(On Behalf of the State of California and Aggrieved Employees)

45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

46. Labor Code § 2699(a) provides:

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

47. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

48. Labor Code § 203 provides, in relevant part:

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

49. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

50. Labor Code § 225.5 provides that every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and \$200 for each subsequent violation, or any willful or intentional violation, for each failure to pay each employee.

51. 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 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.”

52. Labor Code § 226.3 provides:

“Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

53. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Labor Code §§ 201-202.

54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and the Aggrieved Employees an accurate, itemized wage statement in compliance with Labor Code § 226(a).

55. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each violation by Defendant of Labor Code § 225.5, 226.3, 256, and any other violation alleged herein that carries

1 penalties under Labor Code § 2699(a).

2 56. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
3 Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. Sixty-
4 five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative
5 prerequisites to commence this civil action in compliance with § 2699.3(a).

6 57. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
7 Employees, and herself as set forth in Labor Code § 2699.

8 58. Defendant is liable to Plaintiff, the Aggrieved Employees, and the State of California
9 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
10 award of attorneys’ fees and costs as set forth below.

11 59. Wherefore, Plaintiff requests relief as hereinafter provided.

12 **SECOND CAUSE OF ACTION**
13 **Penalties Pursuant to Labor Code § 2699(f)**
14 **(On Behalf of the State of California and Aggrieved Employees)**

15 60. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 61. Labor Code § 2699(f) provides:

18 “For all provisions of this code except those for which a civil penalty
19 is specifically provided, there is established a civil penalty for a
20 violation of these provisions, as follows: . . . (2) If, at the time of the
21 alleged violation, the person employs one or more employees, the
22 civil penalty is one hundred dollars (\$100) for each aggrieved
23 employee per pay period for the initial violation and two hundred
24 dollars (\$200) for each aggrieved employee per pay period for each
25 subsequent violation.”

26 62. Labor Code § 200 defines wages as “all amounts for labor performed by employees of
27 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
28 commission basis or method of calculation.”

63. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any
employment are due and payable twice during each calendar month....”

64. IWC Wage Orders 4-2001(2)(K) and 5-2001(2)(K) define hours worked as “the time

1 during which an employee is subject to the control of an employer and includes all the time the
2 employee is suffered or permitted to work, whether or not required to do so.”

3 65. Labor Code § 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the Wage Order.

5 66. Labor Code § 510 provides, in relevant part:

6 Eight hours of labor constitutes a day’s work. Any work in excess
7 of eight hours in one workday and any work in excess of 40 hours
8 in any one workweek and the first eight hours worked on the seventh
9 day of work in any one workweek shall be compensated at the rate
10 of no less than one and one-half times the regular rate of pay for an
11 employee. Any work in excess of 12 hours in one day shall be
12 compensated at the rate of no less than twice the regular rate of pay
13 for an employee. In addition, any work in excess of eight hours on
14 any seventh day of a workweek shall be compensated at the rate of
15 no less than twice the regular rate of pay of an employee. Nothing
16 in this section requires an employer to combine more than one rate
17 of overtime compensation in order to calculate the amount to be paid
18 to an employee for any hour of overtime work.

19 67. Labor Code § 1182.12 provides, in relevant part:

20 (a) Notwithstanding any other provision of this part, on and after July 1, 2014, the
21 minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and
22 on and after January 1, 2016, the minimum wage for all industries shall be not less
23 than ten dollars (\$10) per hour.

24 (b) Notwithstanding subdivision (a), the minimum wage for all industries shall not
25 be less than the amounts set forth in this subdivision, except when the scheduled
26 increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).
27 (1) For any employer who employs 26 or more employees, the minimum wage shall
28 be as follows:

...

(D) From January 1, 2020, to December 31, 2020, inclusive, —thirteen
dollars (\$13) per hour.

(E) From January 1, 2021, to December 31, 2021, inclusive, —fourteen
dollars (\$14) per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen
dollars (\$15) per hour.

(2) For any employer who employs 25 or fewer employees, the minimum wage shall
be as follows:

...

(C) From January 1, 2020, to December 31, 2020, inclusive, —twelve dollars
(\$12) per hour.

(D) From January 1, 2021, to December 31, 2021, inclusive, —thirteen

dollars (\$13) per hour.

(E) From January 1, 2022, to December 31, 2022, inclusive, —fourteen dollars (\$14) per hour.

(F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(3) For purposes of this subdivision, “employer” means any person who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person. For purposes of this subdivision, “employer” includes the state, political subdivisions of the state, and municipalities.

68. Labor Code § 1197 provides:

“The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

69. Labor Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

70. Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 and 7-2001 requires Defendant to authorize, permit, and/or make available timely and compliant meal and rest periods to its employees. Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 and 5-2001 prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes, and from employing an employee more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes. Section 226.7 and IWC Wage Orders 4-2001 and 5-2001 also require employers to authorize and permit employees to take ten minutes of net rest time per four hours, or major fraction thereof of work, and to pay employees their full wages during those rest periods. Unless the employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the meal or rest period is counted as time worked under the applicable wage orders.

71. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her

1 duties.

2 72. To the extent than any violation alleged herein does not carry penalties under Labor
3 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and the
4 Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established
5 by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff
6 and the Aggrieved Employees for violations of Labor Code provisions including, but not limited, to,
7 Labor Code § 510, 1182.12, 1194, 1197, 1198, 201-203, 204, 226, 226.7, 512, 2802, IWC Wage
8 Orders 4-2001 and 5-2001, and any other violation alleged herein does not carry penalties under
9 Labor Code § 2699(a).

10 73. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with
11 notice of his intention to file this claim. Sixty-five calendar days have passed without notice from
12 the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in
13 compliance with § 2699.3(a).

14 74. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
15 Employees, and herself as set forth in Labor Code § 2699(g)(1).

16 75. Defendant is liable to Plaintiff, the Aggrieved Employees, and the State of California
17 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
18 award of attorneys' fees and costs as set forth below.

19 76. Wherefore, Plaintiff requests relief as hereinafter provided.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for relief as follows:

- 22 1. For the Court to declare, adjudge, and decree that Defendant has violated the
23 California Labor Code as alleged herein;
- 24 2. For an order awarding the State of California, Plaintiff, and the Aggrieved
25 Employees civil penalties provided under the PAGA;
- 26 3. For interest on penalties awarded as provided by applicable law;
- 27 4. For an award of reasonable attorneys' fees;

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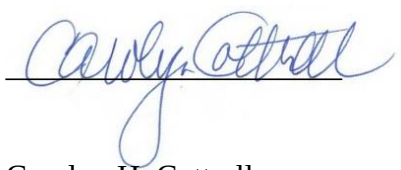
- 5. For all costs of suit; and
- 6. For such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Date: May 5, 2022

Respectfully submitted,



Carolyn H. Cottrell
Samantha A. Smith
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

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