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*Attorneys for Plaintiff and the Aggrieved Employees*FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 23 2022


Stephanie Garcia

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ANGEL SORIA, individually, and on behalf
of all other aggrieved employees,

PLAINTIFFS,

v.

WHITE HORSE LOGISTICS AND
TRANSPORTATION INC., a California
corporation, CENTER STAFFING
NETWORK LLC, a Delaware limited liability
company; PERSONNEL SERVICE LLC, a
Nevada limited liability company; and DOES
1 through 50, inclusive,

DEFENDANTS.

CASE NO.

CIV SB 2213211**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**[California Labor Code § 2698 *et seq.*]

CIV SB 2213211

1 This is a representative action brought by Angel Soria, individually and on behalf of all other
2 aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour laws by
3 his employers White Horse Logistics and Transportation Inc. ("WHLT"), Center Staffing Network
4 LLC ("CSN"), and Personnel Service LLC ("PS") (collectively, "Defendants"). Plaintiff makes the
5 following allegations on information and belief, except as to allegations pertaining to Plaintiff
6 individually, which are based on his personal knowledge.

7 INTRODUCTION

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

10 2. PS is a private staffing company and payroll service which provides temporary
11 employees to work for other businesses.

12 3. WHLT operate warehouses, distribution and logistics services throughout the State of
13 California.

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

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

21 JURISDICTION AND VENUE

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

24 7. Venue is proper in this judicial district and the County of San Bernardino because CSN
25 maintain an office in the City of Victorville, California, a city located in the County of San Bernardino,
26 and WHLT operates one or more warehouses in the County of San Bernardino, and one or more of the
27 wrongful acts alleged herein occurred in the County of San Bernardino.

28 8. Defendants employed Plaintiff and other aggrieved employees within the State of

1 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
2 employees.

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

10 **THE PARTIES**

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

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

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

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

26 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
27 in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy. Managing agent,
28 and/or principal of the co-Defendants, and in performing the acts mentioned below was acting, at least

1 in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture,
2 employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-
3 Defendants. Plaintiff also alleges that the acts of each Defendant are legally attributable to the other
4 Defendants.

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

12 **NOTICE PURSUANT TO LABOR CODE §2810.3**

13 16. On March 24, 2022, Plaintiff provided Defendants with notice pursuant to Labor Code
14 §2810.3 with regard to potential joint liability based upon violations of the Labor Code as provided
15 herein. Defendants CSN and PS, for all purposes of this action, are the “labor contractors” pursuant to
16 Labor Code §2810.3 and Defendant WHLT is a “client employers”, and shall share any and all civil
17 liability for all of the aggrieved employees supplied by Defendants CSN and PS for any and all penalties
18 imposed as a result of this action.

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

26 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

27 18. On March 24, 2022, Plaintiff gave written notice by certified mail pursuant to California
28 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 March 24, 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”).

19. 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 March 24, 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]

20. 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.

21. Defendants have implemented several practices that have caused Plaintiff and aggrieved employees to systematically miss and otherwise take non-compliant meal periods. Defendants systematically understaff their job sites such that non-exempt employees are given so much work to complete that they regularly miss or otherwise take non-compliant meal periods. As a direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after

1 taking less than a thirty (30) minute meal period. Further, Defendants systemically deprived Plaintiff
2 and the other aggrieved employees of the opportunity to take second meal periods even though they
3 regularly work shifts in excess of ten (10) hours.

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

10 23. Plaintiff and aggrieved employees need to first secure permission before taking a meal
11 period. Plaintiff and aggrieved employees often cannot simply stop working and take their meal period,
12 and their inability to secure coverage regularly causes them to regularly miss and otherwise take non-
13 compliant meal periods.

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

23 25. Defendants also violated California Labor Code § 226.7, § 11 of the applicable IWC
24 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing
25 to pay Plaintiff and other aggrieved employees who were not provided with a meal period, in
26 accordance with the applicable wage order, one additional hour of compensation at the proper regular
27 rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc., for each
28 workday that a rest break was not provided.

Failure to Provide Required Rest Breaks

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

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

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

28. Defendants also do not provide adequate training regarding their legal obligations with respect to the provision of rest breaks, do not implement a schedule regarding rest breaks for non-exempt employees, Defendants do not post the required wage and hour posters, including but not limited to, the appropriate IWC Wage Order poster, at the workplace, nor do Defendants provide adequate training regarding the legal obligations to provide rest breaks to Plaintiff and aggrieved employees, and neither Defendants have implemented an adequate schedule regarding rest breaks for non-exempt employees. In short, Defendants essentially have a non-existent rest break policy, as there is no guidance or specification as to when Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks during their shifts. This common policy (or lack thereof) has caused widespread missed rest breaks and systematic violations of California Labor Code §§ 226.7 and 512, and IWC Order No. 9-2001, § 12.

29. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in accordance with the applicable wage order, one additional hour of compensation at the proper regular rate of pay,

1 including but not limited to, shift differentials, nondiscretionary bonuses, etc., for each workday that
2 a rest break was not provided.

3 **Failure to Pay Overtime Wages**

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

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

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

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

28 33. Plaintiff and other aggrieved employees must get to work by no later than the start of

1 their shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work a few
2 minutes late. Likewise, Plaintiff and other aggrieved employees are in a rush to complete their
3 mandatory job duties, so they are rarely afforded the benefit of clocking out early at the end of their
4 shifts. This results in the widespread underpayment of time worked.

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

8 **Failure to Pay Minimum Wages**

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

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

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

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

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

26 **[Cal. Lab. Code §§ 201 - 203]**

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

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

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

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

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

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

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

22 42. During the statute of limitations period, Defendants have routinely failed to provide
23 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
24 Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of
25 pay for regular and overtime hours worked by Plaintiff and aggrieved employees. Further, Defendants
26 were and are not providing Plaintiff and other aggrieved employees with proper meal periods and rest
27 breaks but intentionally fail to include in their wage statements one (1) additional hour of compensation
28 at their regular rates of pay for each non-compliant meal period or rest break which include but not

1 limited to, shift differentials, nondiscretionary bonuses, etc. Defendants wage statements fail to list
2 WHLT and CSN's full and complete legal address for the legal entity that is the employer of Plaintiff
3 and the other aggrieved employees, and also failed to provide the amount of supplemental COVID-19
4 paid sick leave taken and available on the wage statements, all in violation of Labor Code §§226 and
5 248.1 and 248.6.

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

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

16 **Failure to Maintain Required Records**

17 **[Cal. Lab. Code §§ 226(a), 1174(d); § 7 of the Applicable IWC Wage Order]**

18 45. During the statute of limitations period, as part of Defendants' illegal payroll policies
19 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
20 Defendants knowingly and intentionally failed to maintain records as required under California Labor
21 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the
22 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;
23 meal periods; time records showing when each employee begins and ends each work period; and
24 accurate itemized statements. Defendants had knowledge that it was not providing its non-exempt
25 employees with proper meal and rest periods, but knowingly failed to include in the wage statements
26 one (1) extra hour of compensation for each missed meal and rest period. Defendants also illegally and
27 inaccurately recorded the time in which Plaintiff and other aggrieved employees worked. Defendants
28 have also failed to maintain accurate, itemized wage statements, as alleged above. Finally, Defendants

1 failed to provide supplemental COVID-19 paid sick leave to aggrieved employees and failed to
2 maintain records relating to the amount of supplemental COVID-19 sick leave hours available and the
3 number of hours taken.

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

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

6 46. During the Statute of Limitations Period, Plaintiff is informed and believes from January
7 1, 2021 through the present, Defendants employed 26 or more aggrieved employees.

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

17 **FIRST CAUSE OF ACTION**

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

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

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

21 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 47 above.

23 49. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
24 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved
25 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
26 was employed by Defendant and one or more of the alleged California Labor Code violations was
27 committed against Plaintiff during the statute of limitations period.

28 50. A plaintiff has standing to represent all aggrieved employees for all of his asserted

1 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.*
2 (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed by the
3 violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subs. (a), (c).)).

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

7 52. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
8 penalties from Defendant in a representative action for the violations set forth above, including but not
9 limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,
10 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

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

14 a. Pursuant to California Labor Code § 226.3, for violations of California Labor
15 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
16 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
17 period where a violation occurs and one thousand dollars (\$1,000) per
18 aggrieved employee for violations in subsequent pay periods.

19 b. Pursuant to California Labor Code § 1174.5, for violations of California Labor
20 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
21 (\$500).

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

26 55. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
27 Defendant’s violations of California Labor Code provisions for which a civil penalty is not specifically
28 provided, including but not limited to, California Labor Code §§ 201, 202, 203, 248.2, 226.7, 1197,

1 1024.5, and for the violations of the applicable IWC Wage Order alleged above.

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

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

7 **PRAYER FOR RELIEF**

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

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

15 DATED: June 22, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

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18 SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

19 *Attorneys for Plaintiff and the other Aggrieved*
20 *Employees*
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