

FILED
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ggalaviz
By _____, Deputy
Case Number:
34-2022-00320570

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10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12 **MATTHEW TOWNSEND, on behalf of the**
13 **State of California and Aggrieved Employees,**

14 *Plaintiff,*

15 *v.*

16 **ALLIANCE ENVIRONMENTAL GROUP,**
17 **LLC; ALLIANCE TEAM HEAT, INC; OPM**
18 **SERVICES, LLC; and DOES 1-100, inclusive,**

19 *Defendants.*

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

BY FAX

1 Plaintiff Matthew Townsend, on behalf of the State of California and Aggrieved Employees
2 ("Plaintiff"), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this California Labor Code Private Attorneys General Act ("PAGA")
5 enforcement action against Defendants Alliance Environmental Group, LLC ("Alliance"), Alliance
6 Team Heat, Inc. ("Team Heat"), and OPM Services, LLC ("OPM") (collectively "Defendants") on
7 behalf of the State of California to collect penalties as a result of Defendants' systematic violations of
8 California labor law with respect to Defendants' non-exempt, hourly workers in California (the
9 "Aggrieved Employees").

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

12 3. Upon information and belief, Alliance is an environmental contractor that provides
13 services such as asbestos removal, mold abatement, heat treatment, demolition, and lead paint
14 removal. Alliance operates throughout the State of California.

15 4. Upon information and belief, Team Heat is the division of Alliance that provides heat
16 treatment services. Team Heat applies heat treatment to buildings to rid them of bed bugs, mites, and
17 termites. Team Heat also provides attic insulation removal and replacement. Team Heat operates
18 throughout the State of California

19 5. Upon information and belief, OPM is affiliated with Alliance and Team Heat. OPM
20 operates throughout the State of California.

21 6. Plaintiff challenges Defendants' policies and practices of (1) failing to authorize and
22 permit Plaintiff and the Aggrieved Employees to take meal and rest breaks to which they are entitled
23 by law and failing to make premium payments for those non-compliant meal and rest breaks; (2) failing
24 to pay Plaintiff and the Aggrieved Employees all minimum wages owed; (3) failing to pay Plaintiff
25 and the Aggrieved Employees overtime wages; (4) failing to compensate Plaintiff and the Aggrieved
26 Employees for all hours worked; (5) failing to reimburse the Aggrieved Employees for necessary
27

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

1 business expenditures; (6) failing to provide Plaintiff and the Aggrieved Employees accurate, itemized
2 wage statements; and (7) failing to timely pay Plaintiff and the Aggrieved Employees full wages
3 earned during employment and upon termination or resignation.

4 7. Defendants regularly fail to provide Plaintiff and the Aggrieved Employees compliant
5 meal and rest breaks. Defendants' policies, practices, and procedures require Plaintiff and the
6 Aggrieved Employees to routinely skip their meal and rest breaks, or cut their meal and rest breaks
7 short, yet do not provide them with requisite premium payments for missed meal and rest breaks.

8 8. Plaintiff and the Aggrieved Employees are routinely denied compliant meal breaks for
9 at least three reasons: (1) Defendants do not provide an adequate number of staff so that Plaintiff and
10 the Aggrieved Employees can get relief from their duties to take meal breaks; (2) Defendants interrupt
11 Plaintiff and the Aggrieved Employees' meal breaks to make them get back to work; and (3) Plaintiff
12 and the Aggrieved Employees are often too busy with work during the day to have time to take bona
13 fide meal breaks.

14 9. When Plaintiff and the Aggrieved Employees do attempt a meal break, such are
15 untimely and/or shortened, *i.e.*, after the end of the fifth hour of work and/or less than thirty minutes.
16 As a result, Plaintiff and the Aggrieved Employees are not provided duty-free, uninterrupted, and
17 timely thirty-minute meal periods during which they should be completely relieved of any duty, by
18 the end of the fifth hour of work.

19 10. In addition, for each day Plaintiff and the Aggrieved Employees work shifts of more
20 than ten hours, Defendants systematically deny Plaintiff and the Aggrieved Employees a compliant
21 second meal break using the same policies and practices that deny Plaintiff the Aggrieved Employees
22 their initial meal breaks as outline above. Similarly, Plaintiff and the Aggrieved Employees do not
23 receive requisite premium payments for these missed second meal breaks.

24 11. Plaintiff and the Aggrieved Employees are routinely denied compliant rest breaks. Much
25 like the reasons that Plaintiff and the Aggrieved Employees are denied compliant meal breaks, Plaintiff
26 and the Aggrieved Employees do not receive compliant rest breaks because Defendants demand that
27 they remain on the jobsite to continue working, Defendants are too understaffed for Plaintiff and the
28 Aggrieved Employees to be relieved from their duties, and Defendants interrupt rest breaks to advise

1 Plaintiff and the Aggrieved Employees to complete tasks.

2 12. Further, Defendants maintain a policy and/or practice of failing to properly compensate
3 Plaintiff and the Aggrieved Employees for work related tasks performed while "off-the-clock".
4 Defendants automatically deduct thirty minutes from Plaintiff and the Aggrieved Employees' time
5 records for meal breaks, even when they work through the meal breaks as outlined above. Plaintiff
6 and the Aggrieved Employees are unable to put this time back on their timeclocks. Factoring in second
7 meal periods, this policy results in Plaintiff and the Aggrieved Employees working up to an hour of
8 unpaid, off-the-clock work every shift. Defendants' policy causes Plaintiff and the Aggrieved
9 Employees to work hours every week for the benefit of Defendants without any compensation.

10 13. Throughout the relevant time period, Plaintiff and the Aggrieved Employees have been
11 denied proper payment for all hours worked, including overtime and minimum wages, for the time
12 spent off-the-clock. As mentioned above, Plaintiff and the Aggrieved Employees do not receive
13 overtime compensation for time spent working off-the-clock through their first and second meal
14 periods when the hours worked are in excess of eight (8) hours per day and forty (40) hours per week.
15 Defendants fail to pay for any of this work time, including the required overtime premiums, in
16 violation of the Cal. Lab. Code.

17 14. Moreover, Defendants systematically fail to reimburse the Aggrieved Employees for
18 business expenses that they routinely incur in the performance of their work duties. For instance,
19 Defendants require the Aggrieved Employees to use their personal cell phones and personal cell voice,
20 text, and data plans for extensive, regular work-related communications. However, the Aggrieved
21 Employees have not received reimbursement from Defendants for all such business expenditures.

22 15. As a result of the above violations, Defendants fail to provide Plaintiff and the
23 Aggrieved Employees with accurate, itemized wage statements. Additionally, Plaintiff and the
24 Aggrieved Employees did not receive all wages during employment and following separation from
25 employment, including payment for time spent working during meal periods, as well as premium
26 payments for noncompliant meal breaks, rest breaks, and missed second meal breaks.

27 16. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
28 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the Cal. Lab. Code Private

1 Attorneys General Act ("PAGA").

2 **PARTIES**

3 17. Plaintiff and the Aggrieved Employees are current and former non-exempt, hourly
4 employees for Defendants in California. Defendants employ and/or employed Plaintiff and the
5 Aggrieved Employees.

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

8 19. Plaintiff was employed by Defendants for various projects as a foreman. Plaintiff's
9 employment with Defendants lasted from October 2020 to February 2022. Plaintiff worked for
10 Defendants in Sacramento, California.

11 20. Plaintiff is informed, believes, and thereon alleges that Alliance Environmental Group,
12 LLC d/b/a Alliance Environmental Group is a California corporation headquartered in Azusa,
13 California. Alliance is registered to do business in California, does business in California and employs
14 and employed hourly, non-exempt employees, including Plaintiff and the Aggrieved Employees in
15 California. Alliance may be served with process by serving its registered agent, Jeffrey McLean, 777
16 N. Georgia Ave., Azusa, California 91702.

17 21. Plaintiff is informed, believes, and thereon alleges that Alliance Team Heat, Inc. is a
18 California corporation headquartered in Azusa, California. Team Heat is registered to do business in
19 California, does business in California and employs and employed hourly, non-exempt employees,
20 including Plaintiff and the Aggrieved Employees in California. Team Heat may be served with process
21 by serving its registered agent, Jeffrey McLean, 777 N. Georgia Ave., Azusa, California 91702.

22 22. Plaintiff is informed, believes, and thereon alleges that OPM Services, LLC is a
23 California corporation headquartered in Azusa, California. OPM is registered to do business in
24 California, does business in California and employs and employed hourly, non-exempt employees,
25 including Plaintiff and the Aggrieved Employees in California. OPM may be served with process by
26 serving its registered agent, Jeffrey McLean, 777 N. Georgia Ave., Azusa, California 91702.

27 23. Plaintiff is informed, believes, and thereon alleges that Defendants jointly employ
28 and/or employed the Aggrieved Employees, among other hourly employees, in this county and

1 throughout the state of California.

2 24. Defendants employ and/or employed Plaintiff and the Aggrieved Employees because
3 Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices,
4 and daily work of Plaintiff and the Aggrieved Employees.

5 25. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercise
6 control over Plaintiff and the Aggrieved Employees with respect to their employment.

7 26. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
8 and omissions alleged herein were performed by, and/or attributable to, Defendants, each acting as
9 agents and/or employees, and/or under the direction and control of each of the other, and that said acts
10 and failures to act were within the course and scope of said agency, employment and/or direction and
11 control.

12 27. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of DOES 1-100, inclusive, are unknown to Plaintiff, who therefore sues the DOE Defendants by
14 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously
15 named Defendants is responsible in some manner for the occurrences and violations as herein alleged.
16 Plaintiff will amend this Complaint to show their true names and capacities when they have been
17 ascertained. Defendants and DOES 1-100 are jointly and severally liable for the civil penalties
18 asserted.

19 28. At all relevant times, Defendants have done business under the laws of California, have
20 had places of business in California, including in this judicial district, and have employed the
21 Aggrieved Employees in this judicial district. Defendants are "persons" as defined in Cal. Lab. Code
22 § 18. Defendants are also "employers" as that term is used in the Cal. Lab. Code and IWC Wage
23 Orders.

24 **JURISDICTION AND VENUE**

25 29. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393(a) and/or 395.5.
26 Defendants conduct business and employ Aggrieved Employees in this County. A substantial portion
27 of the events giving rise to these causes of action occurred in this County.

28 30. This Court has jurisdictions over Plaintiff's claims for penalties pursuant to the PAGA.

1 The Court also has jurisdiction over Defendants because they are companies authorized to do business
2 in the State of California, and because Defendants in fact do business and employ workers in the State
3 of California.

4 **FACTUAL ALLEGATIONS**

5 31. Defendants are part of the environmental contracting industry. Defendants provide
6 contracting services across California and employ workers to work at those locations.

7 32. Plaintiff worked for Defendants as a foreman in Sacramento, California from October
8 2020 to February 2022. Plaintiff's primary duties included but were not limited to coordinating and
9 supervising team members and working with his team to provide heat treatment and insulation
10 replacement services. Plaintiff was classified as an hourly, non-exempt employee and was paid an
11 hourly rate of \$19.75.

12 33. Like Plaintiff, the Aggrieved Employees are current and former non-exempt employees
13 of Defendants in California. Plaintiff is informed, believes, and thereon alleges that the Aggrieved
14 Employees perform work similar to Plaintiff, in that they support the environmental contracting
15 functions of Defendants. Defendants pay the Aggrieved Employees, including Plaintiff, on an hourly
16 rate basis.

17 34. Plaintiff is informed, believes, and thereon alleges that the policies and practices of
18 Defendants have at all relevant times been similar for Plaintiff and the Aggrieved Employees,
19 regardless of particular job assignment or location in California.

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

22 36. At the end of each pay period, the Aggrieved Employees receive wages from Defendants
23 that are determined by common systems and methods that Defendants select and control.

24 37. Defendants regularly fail to provide Plaintiff and the Aggrieved Employees with timely,
25 legally compliant meal and rest breaks, yet Defendants do not provide Plaintiff and the Aggrieved
26 Employees with premium pay for missed, late and/or interrupted meal and rest breaks. Plaintiff and
27 the Aggrieved Employees are routinely denied compliant meal breaks for at least three reasons: (1)
28 Defendants do not provide an adequate number of staff so that Plaintiff and the Aggrieved Employees

1 can get relief from their duties to take meal breaks; (2) Defendants interrupt Plaintiff and the Aggrieved
2 Employees' meal breaks to make them get back to work; and (3) Plaintiff and the Aggrieved
3 Employees are often too busy with work during the day to have time to take bona fide meal breaks.

4 38. When Plaintiff and the Aggrieved Employees do attempt a meal break, such are
5 untimely and/or shortened, *i.e.*, after the end of the fifth hour of work and/or less than thirty minutes.
6 As a result, Plaintiff and the Aggrieved Employees are not provided duty-free, uninterrupted, and
7 timely thirty-minute meal periods during which they should be completely relieved of any duty, by
8 the end of the fifth hour of work.

9 39. In addition, for each day Plaintiff and the Aggrieved Employees work shifts of more
10 than ten hours, Defendants systematically deny Plaintiff and the Aggrieved Employees a compliant
11 second meal break using the same policies and practices that deny Plaintiff the Aggrieved Employees
12 their initial meal breaks as outline above. Similarly, Plaintiff and the Aggrieved Employees do not
13 receive requisite premium payments for these missed second meal breaks.

14 40. Further, Plaintiff and the Aggrieved Employees are routinely denied compliant rest
15 breaks. Much like the reasons that Plaintiff and the Aggrieved Employees are denied compliant meal
16 breaks, Plaintiff and the Aggrieved Employees do not receive compliant rest breaks because
17 Defendants demand that they remain on the jobsite to continue working, Defendants are too
18 understaffed for Plaintiff and the Aggrieved Employees to be relieved from their duties, and
19 Defendants interrupt rest breaks to advise Plaintiff and the Aggrieved Employees to complete tasks.

20 41. Plaintiff is informed, believes, and thereon alleges that the same meal and rest period
21 policies and practices are in place across Defendants' facilities throughout California.

22 42. Additionally, Defendants maintain a policy and/or practice of failing to properly
23 compensate Plaintiff and the Aggrieved Employees for work related tasks performed while "off-the-
24 clock." Defendants automatically deduct thirty minutes from Plaintiff and the Aggrieved Employees'
25 time records for meal breaks, even when they work through the meal breaks as outlined above. Plaintiff
26 and the Aggrieved Employees are unable to put this time back on their timeclocks. Factoring in second
27 meal periods, this policy results in Plaintiff and the Aggrieved Employees working off-the-clock work
28 every shift. Defendants' policy causes Plaintiff and the Aggrieved Employees to work hours every

1 week for the benefit of Defendants without any compensation.

2 43. Throughout the relevant time period, Plaintiff and the Aggrieved Employees have been
3 denied proper payment for all hours worked, including overtime and minimum wages, for the time
4 spent off-the-clock. As mentioned above, Plaintiff and the Aggrieved Employees do not receive
5 overtime compensation for time spent working off-the-clock through their first and second meal
6 periods when the hours worked are in excess of eight (8) hours per day and forty (40) hours per week.
7 Defendants fail to pay for any of this work time, including the required overtime premiums, in
8 violation of the Cal. Lab. Code.

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

11 45. Plaintiff is informed, believes, and thereon alleges that Defendants utilize the same or
12 substantially similar timekeeping mechanisms throughout all their facilities in California.

13 46. Defendants' common course of wage-and-hour abuse includes routinely failing to
14 maintain true and accurate records of the hours worked by Plaintiff and the Aggrieved Employees.
15 Defendants have failed to record hours that Plaintiff and the Aggrieved Employees worked off-the-
16 clock, as well as non-compliant meal and rest periods.

17 47. Defendants do not provide Plaintiff and the Aggrieved Employees with accurate wage
18 statements as required by California law. Plaintiff and the Aggrieved Employees receive wage
19 statements that do not reflect all hours worked, premium pay for missed meal and rest periods, and
20 applicable overtime premiums.

21 48. Moreover, Defendants systematically fail to reimburse the Aggrieved Employees for
22 business expenses that they routinely incur in the performance of their work duties. For instance,
23 Defendants require the Aggrieved Employees to use their personal cell phones and personal cell voice,
24 text, and data plans for extensive, regular work-related communications. However, Aggrieved
25 Employees do not receive reimbursement from Defendants for all such business expenditures.

26 49. Defendants do not provide Plaintiff and the Aggrieved Employees with full payment of
27 all wages owed upon separation from employment. At the time their employment ends, Plaintiff and
28 the Aggrieved Employees are owed wages and premium pay for all time worked, overtime, and missed

1 meal and rest breaks, whether their termination was voluntary or involuntary; yet Defendants fail to
2 provide Plaintiff and the Aggrieved Employees with such payments. As a result, and pursuant to the
3 Cal. Lab. Code, Defendants are subject to waiting time penalties.

4 50. Plaintiff is informed, believes, and thereon alleges that Defendants are well aware that
5 their policies and practices deprive Plaintiff and the Aggrieved Employees of substantial pay for all
6 time worked, including overtime compensation and minimum wages, and that their workers do not
7 receive legally compliant meal and rest periods. Thus, Defendants' denial of wages, compliant meal
8 and rest periods, and premium payments is and/or was deliberate and willful.

9 51. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
10 has been widespread, repeated, and consistent as to the Aggrieved Employees and throughout
11 Defendants' operations in California.

12 52. Defendants' conduct was willful, carried out in bad faith, and triggers significant civil
13 penalties in an amount to be determined at trial.

14 **FIRST CAUSE OF ACTION**

15 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

16 **(On Behalf of the State of California and Aggrieved Employees)**

17 53. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 54. Cal. Lab. Code § 2699(a) provides:

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

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

27 56. Cal. Lab. Code § 203 provides, in relevant part:

28 "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

1 or who quits, the wages of the employees shall continue as a penalty from the due date
2 thereof at the same rate paid or until an action therefor is commenced; but the wages
shall not continue for more than 30 days."

3 57. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty
4 in an amount not exceeding 30 days pay as waiting time under the terms of Section 203."

5 58. Cal. Lab. Code § 225.5 provides that every person who unlawfully withholds wages due
6 any employee in violation of Sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty of
7 \$100 for any initial violation for each failure to pay each employee and \$200 for each subsequent
8 violation, or any willful or intentional violation, for each failure to pay each employee.

9 59. Cal. Lab. Code § 226(a) provides:

10 "Every employer shall, semimonthly or at the time of each payment of wages, furnish
11 each of his or her employees, either as a detachable part of the check, draft, or voucher
12 paying the employee's wages, or separately when wages are paid by personal check or
13 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
14 total hours worked by the employee, except for any employee whose compensation is
15 solely based on a salary and who is exempt from payment of overtime under
16 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
17 Commission, (3) the number of piece-rate units earned and any applicable piece rate
18 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
19 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,
20 (8) the name and address of the legal entity that is the employer, and (9) all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee. The deductions made from payments of
23 wages shall be recorded in ink or other indelible form, properly dated, showing the
24 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."

20 60. Cal. Lab. Code § 226.3 provides:

21 "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
22 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
23 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
24 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."

25 61. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
26 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
27 in compliance with Cal. Lab. Code §§ 201-202.

28 62. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure

1 by Defendants, alleged above, to provide Plaintiff and the Aggrieved Employees an accurate, itemized
2 wage statement in compliance with Cal. Lab. Code § 226(a).

3 63. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each
4 violation by Defendants of Cal. Lab. Code §§ 225.5, 226.3, 256, and any other violation alleged herein
5 that carries penalties under Cal. Lab. Code § 2699(a).

6 64. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the Labor and
7 Workforce Development Agency ("LWDA") with notice of his intention to file this claim on March
8 17, 2022. Sixty-five (65) calendar days have passed without notice from the LWDA. Plaintiff satisfied
9 the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
10 2699.3(a).

11 65. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
12 Employees, and herself as set forth in Cal. Lab. Code § 2699.

13 66. Defendants are liable for the civil penalties set forth in this Complaint, with interest
14 thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

15 67. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **SECOND CAUSE OF ACTION**

17 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

18 **(On Behalf of the State of California and Aggrieved Employees)**

19 68. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
20 herein.

21 69. Cal. Lab. Code § 2699(f) provides:

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

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

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

3 72. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
4 employee is subject to the control of an employer and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so.”

6 73. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the Wage Order.

8 74. Cal. Lab. Code § 510 provides, in relevant part:

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

19 75. Cal. Lab. 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 than
23 ten dollars (\$10) per hour.

24 (b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be
25 less than the amounts set forth in this subdivision, except when the scheduled increases
26 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 be
28 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.

1 (D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen dollars (\$13)
2 per hour.

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

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

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

11 76. Cal. Lab. Code § 1197 provides:

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

16 77. Cal. Lab. Code § 1194 provides, in relevant part:

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

22 78. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
23 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
24 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing
25 an employee for more than five hours without a meal period of not less than thirty minutes, and from
26 employing an employee more than ten hours per day without providing the employee with a second
27 meal period of not less than thirty minutes. Section 226.7 and IWC Wage Order 4-2001 also require
28 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.

79. Cal. Lab. 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
duties.

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

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

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

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

18 84. Wherefore, Plaintiff requests relief as hereinafter provided.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiff prays for relief as follows:

- 21 1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
- 22 Lab. Code as alleged herein;
- 23 2. For an order awarding the State of California, Plaintiff, and the Aggrieved
- 24 Employees civil penalties provided under the PAGA;
- 25 3. For interest on penalties awarded as provided by applicable law;
- 26 4. For an award of reasonable attorneys' fees;
- 27 5. For all costs of suit; and
- 28 6. For such other and further relief as this Court deems just and proper.

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Respectfully Submitted,

Date: May 24, 2022



Carolyn H. Cottrell

Ori Edelstein

Eugene Zinovyev

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

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

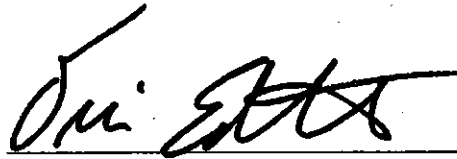
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DEMAND FOR JURY TRIAL

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

Respectfully Submitted,

Date: May 24, 2022



Carolyn H. Cottrell
Ori Edelstein
Eugene Zinovyev
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

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