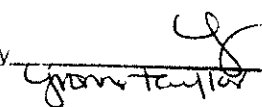


FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 24 2022

By  Deputy

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)

Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

Claremont, California 91711

Telephone: (909) 621-4988

Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

jaw@scottwheelerlawoffice.com

Attorneys for Plaintiffs and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CIV SB 22 10 730

NORMA J. ECHEVERRIA, an individual; and
on behalf of herself and all other aggrieved
employees,

Plaintiffs,

v.

TARAZI SPECIALTY FOODS, LLC, a
California limited liability company; Precise
Personnel LLC, a Virginia limited liability
company and DOES 1 through 50, inclusive,

Defendants.

CASE NO.

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

By Fax

1 This is a representative action brought by Norma J. Echeverria, individually and on behalf of
2 all other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and
3 hour laws by their employers Precise Personnel LLC ("Precise"), and Tarazi Specialty Foods, LLC
4 ("Tarazi" or collectively referred to as "Defendants"). Plaintiff makes the following allegations on
5 information and belief, except as to allegations pertaining to Plaintiff individually, which are based
6 on her personal knowledge.

7 **INTRODUCTION**

8 1. Defendant, Precise is a private staffing company which assigns employees out to work
9 for other businesses throughout the State of California.

10 2. Defendant, Tarazi is a manufacturer, processor and distributor of Mediterranean foods
11 throughout the State of California.

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

14 4. As a result of systematic policies and practices, Defendants have violated California's
15 wage and hour laws, as promulgated in the California Labor Code and all applicable Industrial
16 Welfare Commission ("IWC") Wage Orders. For example, Defendants attempts to maximize profits
17 by cutting labor costs and implementing unlawful policies and practices, including but not limited to,
18 Tarazi grossly understaffing its facility, denying meal and rest breaks, and cheating its employees out
19 of wages and premiums.

20 5. This case involves all non-exempt employees of Defendants who have worked for
21 Defendants in the State of California from on or about January 8, 2021 to present ("Statute of
22 Limitations Period"). Hereinafter, these employees are referred to as "Aggrieved Employees."

23 6. Plaintiff seeks to recover penalties for the Labor and Workforce Development Agency
24 ("LWDA"), on behalf of herself and all other similarly Aggrieved Employees under the Private
25 Attorneys General Act ("PAGA") as a result of Defendants' systematic violations of the law.

26 **JURISDICTION AND VENUE**

27 7. The Superior Court of the State of California has jurisdiction in this matter because
28

1 Plaintiff is citizens and residents of the State of California, and Defendants are citizens and residents
2 of, and/or regularly conducts business in, the State of California

3 8. Venue is proper in this judicial district and the County of San Bernardino, California
4 because Plaintiff resides in the County of San Bernardino and Tarazi conducts business and has an
5 office in the County of San Bernardino and many of its unlawful actions and omissions, as set alleged
6 herein, occurred in the County of San Bernardino. Precise has an office in Chino, California, which
7 is located in the County of San Bernardino.

8 9. Defendant employed Plaintiff and other Aggrieved Employees within the State of
9 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other Aggrieved
10 Employees.

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

18 **THE PARTIES**

19 11. During the Statute of Limitations period, Plaintiff Norma J. Echeverria is an individual
20 residing in California, in the County of San Bernardino.

21 12. Plaintiff was employed as an hourly, non-exempt worker by Defendants. Precise hired
22 and assigned Plaintiff and other Aggrieved Employees to work at Tarazi's facility located in Chino,
23 California.

24 13. Plaintiff is informed and believes, and thereon alleges, that Tarazi, is and at all times
25 relevant hereto was, a limited liability company organized and existing under the laws of the State of
26 California and license to do business in the State of California.

27 14. Plaintiff is further informed and believes, and thereon alleges, that Precise is, and at all
28

1 times relevant hereto was, a limited liability company organized and existing under the laws of the
2 State of Virginia and licensed to do business in the State of California.

3 15. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
4 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
5 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
6 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other Aggrieved
7 Employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
8 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
9 names and capacities of such DOE defendants when ascertained.

10 16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
12 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
13 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
14 employer and/or joint employer of Plaintiff and the other Aggrieved Employees.

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

22 18. Plaintiff is further informed and believes, and based thereon alleges, that each of the
23 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
24 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
25 and was acting, at least in part, within the course and scope of such employment and agency, with the
26 express and implied permission, consent and knowledge, approval and/or ratification of the other
27 Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned,
28

1 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

2 19. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
3 the other Aggrieved Employees have suffered and continue to suffer penalties in amounts as yet
4 unascertained but subject to proof at trial and within the jurisdiction of this Court.

5 **NOTICE PURSUANT TO CALIFORNIA LABOR CODE §2810.3(d)**

6 20. On March 14, 2022, Plaintiff provided Defendants with notice pursuant to California
7 Labor Code §2810.3(d) and Plaintiff's intent to file suit based upon the alleged violations of the
8 California Labor Code and seek penalties pursuant to PAGA. In particular, Plaintiff notified
9 Defendants that in the event liability is determined against Defendant, Precise, that Defendant Tarazi
10 shall share any and all civil responsibility and civil liability for all workers supplied by Defendant
11 Precise to Defendant Tarazi based upon the failure to comply with the California Labor Code and all
12 related regulations and all applicable IWC Wage Orders.

13 21. More than thirty (30) days has expired since notice pursuant to Labor Code §2810.3(d)
14 and the alleged violations was provided to Defendants prior to filing this suit.

15 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

16 22. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
17 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of herself and all other
18 Aggrieved Employees, e.g., current and former non-exempt employees of Defendants who performed
19 work for Defendants in the State of California at any time within the period beginning one (1) year
20 prior to the filing of the Complaint in this action, or as otherwise permitted under PAGA, and ending
21 at the time this action proceeds to final judgment ("statute of limitations period").

22 23. On March 14, 2022, Plaintiff gave written notice by certified mail pursuant to
23 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
24 ("LWDA") and Defendants, of the specific provisions of the California Labor Code and IWC Wage
25 Order alleged to have been violated, including the facts and theories to support the alleged violations.
26 Plaintiff has not received any response from the LWDA. Plaintiff has waited more than sixty-five
27 (65) days from the March 14, 2022 postmark date of her written notice before filing this action,
28

1 Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to
2 commence a representative action under PAGA.

3 **FACTUAL ALLEGATIONS**

4 **Failure to Provide Required Meal Periods**

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

6 24. During the statute of limitations period, as part of Defendants' illegal policies and
7 practices to minimize labor costs and maximize corporate profits, Defendants have required,
8 permitted or otherwise suffered Plaintiff and Aggrieved Employees to perform work during their
9 meal periods, to completely skip their meal periods, to take late and short meal periods, and
10 Defendants have otherwise failed to provide the required meal periods to Plaintiff and Aggrieved
11 Employees as required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable
12 IWC Order.

13 25. Defendants have implemented several practices that have caused Plaintiff and
14 Aggrieved Employees to systematically miss and otherwise take non-compliant meal periods.
15 Defendants systematically understaff Tarazi's facility such that non-exempt employees are given so
16 much work to complete that they regularly miss or otherwise take non-compliant meal periods. As a
17 direct consequence of this understaffing, Plaintiff and Aggrieved Employees have so much work to
18 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
19 take them after working longer than five (5) hours, to perform work during their meal periods, or
20 return to work after taking less than a thirty (30) minute meal period.

21 26. There are also frequently occasions when Plaintiff and Aggrieved Employees need to
22 perform other duties immediately before the time during which they are legally entitled to take a meal
23 period. Pursuant to Defendants' policies, Plaintiff and Aggrieved Employees cannot simply drop
24 their urgent job duties to take a meal period. Consequently, Plaintiff and Aggrieved Employees
25 regularly miss meal periods, take late meal periods, return early from meal periods, and even clock
26 out for meal periods but continue working.

27 27. Plaintiff and Aggrieved Employees need to first secure permission before taking a
28

1 meal period. Plaintiff and the Aggrieved Employees often cannot simply stop working and take their
2 meal period, and their inability to secure coverage regularly causes them to regularly miss and
3 otherwise take non-compliant meal periods.

4 28. Despite the foregoing, Defendants have implemented a policy and practice of actively
5 discouraging the issuance of meal period premium payments, and in the process, Defendants have
6 also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
7 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
8 compensate Plaintiff and Aggrieved Employees who were not authorized and permitted to take a
9 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
10 regular rate of pay for each workday that such a meal period was not authorized or permitted.

11 29. Defendants also implemented an unlawful meal period policy by compensating
12 Plaintiff and Aggrieved Employees for interrupted meal periods only for their actual work time, as
13 opposed to paying them legally required premiums.

14 **Failure to Provide Required Rest Breaks**

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

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

20 31. The same common policies and practices that deprive Plaintiff and other Aggrieved
21 Employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
22 take their first and second and third rest breaks. As alleged herein, Defendant Tarazi understaffs its
23 facility, which creates so much work for Plaintiff and other Aggrieved Employees that they are
24 frequently unable to take rest breaks. Moreover, Plaintiff and other Aggrieved Employees need to
25 secure permission before taking a rest break, which is often denied by supervisors.

26 32. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC
27 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
28

1 failing to pay Plaintiff and other Aggrieved Employees who were not provided with a rest break, in
2 accordance with the applicable wage order, one additional hour of compensation at the proper regular
3 rate of pay for each workday that a rest break was not provided.

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

9 **Failure to Pay Overtime Wages**

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

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

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

discovered.

36. In a short-sighted attempt to maximize profits, Defendant Tarazi has understaffed its facility. Not only has this practice resulted in widespread missed meal and rest breaks, but it has also caused Plaintiff and other Aggrieved Employees to perform work while off-the-clock. Defendants have actual or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and other Aggrieved Employees routinely arrive to work early to check so that they are prepared and ready to begin performing their duties promptly at the start of their shifts, as they must be pursuant to Defendants' requirements. Defendants know that Plaintiff and other Aggrieved Employees perform this work off-the-clock.

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

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

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Lab. Code §§ 201 - 203]

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

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

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

5 42. During the statute of limitations period, Defendants have willfully failed to pay
6 accrued wages and other compensation to Plaintiff and other Aggrieved Employees in accordance
7 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
8 Plaintiff and other Aggrieved Employees with their final paychecks within the timeframes required
9 under California law. In addition, because Defendants have failed and continue to fail to properly
10 compensate Plaintiff and other Aggrieved Employees for all hours worked when due, overtime
11 wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully
12 failed and continue to fail to pay accrued wages and other compensation to Plaintiff and other
13 Aggrieved Employees in accordance with California Labor Code §§ 201 and 202.

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

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

16 43. During the statute of limitations period, Defendants have routinely failed to provide
17 Plaintiff and other Aggrieved Employees with timely and accurate itemized wage statements.
18 Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of
19 pay for regular and overtime hours worked by Plaintiff and Aggrieved Employees and fail to provide
20 the legal name and address of Defendants on the wage statements. Further, Defendants were and are
21 not providing Plaintiff and other Aggrieved Employees with proper meal periods and rest breaks but
22 intentionally fails to include in their wage statements one (1) additional hour of compensation at their
23 regular rates of pay for each non-compliant meal period or rest break, applicable rate of pay for sick
24 leave, the amount of supplemental COVID-19 sick leave amounts taken and available and other
25 California Labor Code violations yet to be discovered.

26 44. In order to conceal their wage theft, Defendants knowingly and intentionally failed to
27 provide Plaintiff and other Aggrieved Employees with timely and accurate itemized wage statements
28

1 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

2 45. Plaintiff and other Aggrieved Employees suffered injury as a result of Defendants'
3 failure to provide timely and accurate itemized wage statements prevented them from discovering the
4 scope and extent of Defendants' violations of California wage and hour laws, prevented them from
5 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
6 wages earned, all applicable hourly rates in effect during each pay period and the corresponding
7 number of hours worked at each hourly rate, and other violations yet to be discovered.

8 **Failure to Maintain Required Records**

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

10 46. During the statute of limitations period, as part of Defendants' illegal payroll policies
11 and practices to deprive Plaintiff and other Aggrieved Employees of all wages earned and due,
12 Defendants knowingly and intentionally failed to maintain records as required under California Labor
13 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the
14 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;
15 meal periods; time records showing when each employee begins and ends each work period; and
16 accurate itemized statements. Moreover, Defendants failed to maintain records relating to the
17 provision of supplemental COVID-19 sick leave and regarding the amounts taken and available for
18 the Aggrieved Employees. Defendants had knowledge that it was not providing its non-exempt
19 employees with proper meal and rest periods, but knowingly failed to include in the wage statements
20 one (1) extra hour of compensation for each missed meal and rest period, and other violations of the
21 California Labor Code which have not been discovered.

22 47. During the statute of limitations period, as part of Defendants' illegal payroll policies
23 and practices to deprive Plaintiff and other Aggrieved Employees of all wages earned and due,
24 Defendants knowingly and intentionally failed to maintain records as required under California Labor
25 Code § 2810.5, which requires a California employer to provide written notice at the time of hiring of
26 certain employment related information, including but not limited to, the name of the employer,
27 including any "doing business as" names used by the employer, and the physical address of the
28

1 employer's main office or principal place of business, and a mailing address, if different.

2 48. Defendants failed to comply with California Labor Code § 2810.5 by not providing
3 Plaintiff and the other Aggrieved Employees with the Wage Theft form as provided above.

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

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

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

15 **Failure to Provide Suitable Seating**

16 **[IWC Wage Order No. 1-2001, §14 and All Other Applicable IWC Wage Orders]**

17 50. IWC Wage Order No. 1-2001, § 14 provides:

18 “(A) All working employees shall be provided with suitable seats when the nature
19 of the work reasonably permits the use of seats.

20 (B) When employees are not engaged in the active duties of their employment and
21 the nature of the work requires standing, an adequate number of suitable seats shall be
22 placed in reasonable proximity to the work area and employees shall be permitted to use
such seats when it does not interfere with the performance of their duties.”

23 51. Defendants fail to provide suitable seating by not providing any seats or stools at areas
24 operated by Plaintiff and other Aggrieved Employees. The nature of the work reasonably permits the
25 use of seats. To the extent that the use of seats could interfere with their work duties, at all times
26 herein it is and has been reasonable for Defendants to place seats in reasonable proximity to the work
27 areas used by Plaintiff and other Aggrieved Employees when doing so would not interfere with their

1 job duties.

2 **Failure to Indemnify Employees for Necessary Expenditures**

3 **[Cal. Lab. Code §2802]**

4 52. California Labor Code § 2802(a) requires an employer to indemnify an employee for
5 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
6 of her duties, or of his or her obedience to the directions of the employer.

7 53. During the Statute of Limitations Period, Defendant has failed to reimburse Aggrieved
8 Employees for the usage of their personal cellular phones in addition to personal protective
9 equipment during the COVID-19 pandemic, including face masks and disposable gloves and other
10 supplies. Defendant did not reimburse Plaintiff and other Aggrieved Employees for the costs of the
11 expenditures relating to their cellular phones, face masks and other supplies.

12 **FIRST CAUSE OF ACTION**

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

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

15 (On Behalf of Plaintiff against Defendant)

16 54. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in paragraphs 1 through 53.

18 55. Plaintiff is "Aggrieved Employees" within the meaning of California Labor Code §
19 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and
20 former non-exempt employees of Defendants pursuant to the procedures specified in Labor Code §
21 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged California
22 Labor Code violations was committed against Plaintiff during the statute of limitations period.

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

26 57. A plaintiff has standing to represent all Aggrieved Employees for all of their asserted
27 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA*,

1 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
2 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subs. (a), (c).)).
3 Here, Plaintiff were not provided with a legally compliant wage statement pursuant to Labor Code
4 §226 since the legal name and address of the employer was not provided on Defendants wage
5 statements, Plaintiff was not provided with supplemental COVID-19 sick leave and COVID-19
6 supplemental sick leave was not listed on her wage statements, and other California Labor Code
7 violations as alleged herein.

8 58. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
9 penalties from Defendants in a representative action for the violations set forth above, including but
10 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 248.6, 510,
11 512, 1174(d), 1194, 1197, 1198 and 2802.

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

15 a. Pursuant to California Labor Code § 210, for violations of California Labor
16 Code § 204, Defendants are subject to a civil penalty in the amount of one
17 hundred dollars (\$100) for the initial violation for each failure to pay each
18 employee, and two hundred dollars (\$200) per employee for violations in
19 subsequent pay periods.

20 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
21 Code § 226(a), Defendants are subject to a civil penalty in the amount of two
22 hundred and fifty dollars (\$250) per Aggrieved Employee for the initial pay
23 period where a violation occurs and one thousand dollars (\$1,000) per
24 Aggrieved Employee for violations in subsequent pay periods.

25 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
26 Code § 1174(d), Defendants are subject to a civil penalty of five hundred
27 dollars (\$500).

1 d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes
2 to be paid to any employee a wage less than the minimum fixed by an order of
3 the commission, shall be subject to a civil penalty as follows: for any initial
4 violation that is intentionally committed, one hundred dollars (\$100) for each
5 underpaid employee for each pay period for which the employee is underpaid;
6 and for each subsequent violation of the same offense, two hundred fifty
7 dollars (\$250) for each underpaid employee for each pay period for which the
8 employee is underpaid regardless of whether the initial violation was
9 intentionally committed.

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

14 61. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
15 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
16 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
17 248.2, 248.6, 1194, 1197, 1198 and 2802.

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

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, pray
22 for relief against Defendants as follows:

- 23 1. For civil penalties under California Labor Code § 2699(a) and (f) according to proof;
24 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
25 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
26 providing for attorneys' fees and costs; and
27

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

DATED: May 23, 2022

THE LAW OFFICE OF SCOTT E. WHEELER

SCOTT E. WHEELER

Attorneys for Plaintiff and Aggrieved Employees