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Clerk of the Napa Superior Court
By: Lori Walker, Deputy

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA**

ESTELA BARAJAS DE BOTELLO, on behalf of
the State of California, and Aggrieved Employees,

Plaintiff,

v.

BORAL STONE PRODUCTS, LLC NOW
DOING BUSINESS AS WESTLAKE ROYAL
STONE, LLC and DOES 1 – 100,

Defendants.

Case No.: 22CV000732

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

DEMAND FOR JURY TRIAL

1 Plaintiff Estela Barajas De Botello, on behalf of the State of California and Aggrieved
2 Employees (collectively “Plaintiff”), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action against Boral Stone Products, LLC (“Boral Stone”) now doing business as Westlake Royal
6 Stone, LLC (“Royal Stone”) (“Defendants”) on behalf of the State of California to collect statutory
7 penalties as a result of Defendants’ systematic violations of California labor law with respect to
8 Defendants’ non-exempt, hourly workers in California (the “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
10 who have worked for Defendants in California at any time from April 19, 2021 until the final
11 resolution of this action.¹

12 3. This action stems from Defendants’ policies and practices of (1) failing to compensate
13 Plaintiff and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and Aggrieved
14 Employees all minimum wages owed; (3) failing to pay Plaintiff and Aggrieved Employees overtime
15 as required by law for hours worked over eight hours in a day and/or 40 hours in a week; (4) failing
16 to authorize and permit Plaintiff and Aggrieved Employees to take rest breaks to which they are
17 entitled by law and failing to make premium payments for those non-compliant rest breaks; (5) failing
18 to provide meal breaks to Plaintiff and Aggrieved Employees to which they are entitled by law and
19 failing to make premium payments for those non-compliant meal breaks; (6) failing to reimburse
20 Plaintiff and Aggrieved Employees for business expenses; (7) failing to provide Plaintiff and
21 Aggrieved Employees accurate, itemized wage statements; and (8) failing to timely pay Plaintiff and
22 Aggrieved Employees full wages earned during employment and upon separation.

23 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
24 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
25 Private Attorneys General Act (“PAGA”).

26 **PARTIES**

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

1 5. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly
2 employees who worked for Defendants as production specialists, production coordinators, production
3 workers, forklift operators, machine operators, maintenance mechanics, and other positions
4 performing similar job duties during all relevant times throughout California at any time from April
5 19, 2021 until the final resolution of this action. Defendants employ and/or employed Plaintiff and
6 Aggrieved Employees.

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

9 7. Plaintiff has worked for Defendants as a production specialist from January 2004 to
10 Present. Plaintiff works for Defendants in American Canyon, California.

11 8. Plaintiff is informed, believes, and thereon alleges that Boral Stone is a Delaware
12 corporation headquartered in Roswell, Georgia. Boral Stone is registered to do business in California,
13 does business in California and employs and/or employed hourly, non-exempt employees, including
14 Plaintiff and Aggrieved Employees throughout California. Boral Stone may be served with process
15 by serving its registered agent, National Registered Agents, Inc., 330 N Brand Blvd, Ste 700,
16 Glendale, California 91203.

17 9. Upon information and belief, Boral Stone is a nationwide manufacturer of cultured stone
18 veneer products. Boral Stone amended its name to Westlake Royal Stone, LLC on March 11, 2022.
19 This name change was filed with the California Secretary of State on March 11, 2022. On information
20 and belief, the company previously named Boral Stone and now named Westlake Royal Stone, LLC
21 continues to operate Boral Stone's manufacturing plant in American Canyon, California.
22 Additionally, Westlake Royal Stone, LLC has two other California locations in San Marcos and
23 Perris. Plaintiff is informed, believes, and thereon alleges that Boral Stone employs hundreds of
24 hourly, non-exempt workers similarly situated to Plaintiff in the State of California.

25 10. Plaintiff is informed, believes, and thereon alleges that Defendants jointly employ
26 and/or employed Aggrieved Employees, among other hourly employees, in this County and
27 throughout the state of California.
28

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

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

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

14. At all material times, Defendants have done business under the laws of California, have had places of business in California, including in this County, and have employed Aggrieved Employees in this County and elsewhere throughout California. Defendants are “persons” as defined in Labor Code § 18 and “employers” as that term is used in the Labor Code, the IWC Wage Orders regulating wages, hours, and working conditions.

JURISDICTION AND VENUE

15. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393 and/or 395(a). Defendants conduct business and employs Aggrieved Employees in this County and therefore the liability and the cause or some part of the cause arose in this County.

16. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendants because they are companies authorized to do business in the State of California, and because Defendants in fact do business and employ workers in the State of California.

FACTUAL ALLEGATIONS

17. Plaintiff has worked for Defendants as a production specialist in American Canyon, California from January 2004 to Present. As a production specialist, Ms. Barajas De Botello makes molds that are used to make stone. Plaintiff is classified as an hourly, non-exempt employee and is

1 paid an hourly rate of \$20.88. On average, Plaintiff works eight to twelve hours per shift, five or six
2 days per week. Plaintiff worked approximately 40 hours or more per week.

3 18. Like Ms. Barajas De Botello, on information and belief, Aggrieved Employees are
4 current and former non-exempt employees of Defendants throughout California. Plaintiff is informed,
5 believes, and thereon alleges that Aggrieved Employees perform work similar to Plaintiff, in that they
6 support Defendants' operations of cultured stone veneer products manufacturing plants. Defendants
7 paid Aggrieved Employees, including Plaintiff, on an hourly rate basis.

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

11 20. On information and belief, Aggrieved Employees are required to follow and abide by
12 common work, time, and pay policies and procedures in the performance of their jobs and duties.

13 21. On information and belief, at the end of each pay period, Aggrieved Employees receive
14 wages from Defendants that are determined by common systems and methods that Defendants select
15 and control.

16 22. Plaintiff worked more than eight (8) hours in a day and forty (40) hours in a week during
17 the one year before Plaintiff's PAGA notice was submitted with the LWDA.

18 23. Upon information and belief, Aggrieved Employees worked more than eight hours per
19 day and more than 40 hours during the one year before Plaintiff's PAGA notice was submitted with
20 the LWDA.

21 24. On information and belief, Defendants maintain a policy and/or practice of failing to
22 properly compensate Plaintiff and Aggrieved Employees for work performed while "off-the-clock."
23 This includes but is not limited to Defendants requiring Plaintiff and Aggrieved Employees to wait in
24 line, undergo temperature checks and answer COVID-19 screening questions prior to clocking in for
25 the start of their shift. On information and belief, it takes Plaintiff and Aggrieved Employees at least
26 approximately one minute and often longer to go through the line, undergo such temperature checks,
27 and answer the COVID-19 screening questions before being permitted to clock in for the beginning
28

1 of each shift. On information and belief, Defendants require Plaintiff and Aggrieved Employees doff
2 their protective gear off-the-clock after clocking out for meal breaks. On information and belief, it
3 takes Plaintiff and Aggrieved Employees at least approximately two to three minutes and often longer
4 to doff their mask, gloves, apron, helmet, and glasses. Additionally, Defendants required that Plaintiff
5 and Aggrieved Employees get tested for COVID-19 while off-the-clock and did not record or pay
6 them for their time spent driving to and from COVID-19 testing sites or the time spent being tested
7 for COVID-19. This time spent in temperature check lines, undergoing temperature checks, answering
8 COVID-19 screening questions, doffing protective gear during meal breaks, traveling to undergo
9 COVID-19 tests, and the time spent undergoing COVID-19 tests goes unrecorded and therefore
10 uncompensated.

11 25. On information and belief, Plaintiff and Aggrieved employees regularly work at least
12 eight hours per day and 40 hours per week. However, Plaintiff and Aggrieved Employees do not
13 receive overtime compensation for time spent in time spent in temperature check lines, undergoing
14 temperature checks, answering COVID-19 screening questions, doffing protective gear during meal
15 breaks, traveling to undergo COVID-19 tests, and the time spent undergoing COVID-19 tests when
16 their hours worked are in excess of eight hours per day and 40 hours per week.

17 26. On information and belief, as a result of Defendants' policies and practices, Plaintiff and
18 Aggrieved Employees have been denied payment for all hours worked, including minimum wage and
19 overtime compensation, in violation of the California Labor Code.

20 27. Plaintiff is informed, believes, and thereon alleges that Defendants' same temperature
21 checks, doffing, and COVID-19 protocols apply to all Aggrieved Employees regardless of location
22 and/or assignment in California.

23 28. On information and belief, Defendants regularly fail to provide Plaintiff and Aggrieved
24 Employees with uninterrupted meal and rest breaks, yet Defendants do not provide Plaintiff and
25 Aggrieved Employees with premium pay for interrupted meal and rest breaks. Plaintiff and Aggrieved
26 Employees are routinely denied compliant meal breaks because Defendants require that they doff
27 their protective gear after clocking out for meal breaks. It takes Plaintiff and Aggrieved Employees
28

1 approximately two to three minutes to remove their masks, gloves, apron, helmet, and glasses.

2 29. On information and belief, for each day Plaintiff and Aggrieved Employees work shifts
3 of more than ten hours, Defendants systematically deny Plaintiff and Aggrieved Employees a full,
4 uninterrupted, compliant second meal break using the same policies and practices that deny Plaintiff
5 and Aggrieved Employees their initial meal breaks as outlined above. Similarly, Plaintiff and
6 Aggrieved Employees do not receive requisite premium payments for these non-compliant second
7 meal breaks.

8 30. Further, on information and belief, Plaintiff and Aggrieved Employees are routinely
9 denied compliant rest breaks. Plaintiff and Aggrieved Employees do not receive compliant rest breaks
10 because they are required to don and doff their protective gear during rest breaks. It takes Plaintiff
11 and Aggrieved Employees approximately two to three minutes to don their protective gear and
12 approximately two to three minutes to doff their protective gear. As stated above, protective gear
13 includes a mask, gloves, apron, helmet, and glasses.

14 31. Additionally, on information and belief, Defendants deny Plaintiff and Aggrieved
15 Employees reimbursement for business expenditures. Defendants require Plaintiff and Aggrieved
16 Employees launder their own uniforms, purchase COVID-19 tests, drive themselves to COVID-19
17 testing at their own expense. Defendants do not reimburse Plaintiff and Aggrieved Employees for the
18 cost of laundering their own uniforms or for any mileage for driving to and from COVID-19 testing.

19 32. Plaintiff is informed, believes, and thereon alleges that Defendants' same business
20 expenditures practices are used across all Defendants' facilities throughout California.

21 33. On information and belief, Defendants' common course of wage-and-hour abuse
22 includes routinely failing to maintain true and accurate records of the hours worked by Plaintiff and
23 Aggrieved Employees. As outlined above, Defendants fail to record hours that Plaintiff and Aggrieved
24 Employees work off-the-clock and fail to provide premium wages for all overtime work.

25 34. On information and belief, Defendants' failure to record all hours worked results in a
26 failure to provide Plaintiff and Aggrieved Employees with accurate wage statements as required by
27 California law. The wage statements Defendants provide are not accurate because they do not reflect
28

1 all hours worked, including minimum wages and overtime, and premium pay for non-compliant meal
2 and rest breaks.

3 35. Further, on information and belief, Defendants do not provide Plaintiff and Aggrieved
4 Employees who are former employees of Defendants with full payment of all wages owed upon
5 separation from employment. At the time their employment ends, Plaintiff and Aggrieved Employees
6 are owed wages for all time worked, including overtime, whether their termination was voluntary or
7 involuntary; yet, on information and belief, Defendants failed to provide Plaintiff and Aggrieved
8 Employees with such payments. As a result, and pursuant to the California Labor Code, Defendants
9 are subject to waiting time penalties.

10 36. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct is
11 willful, and is not based on a good faith and reasonable belief that its conduct complies with California
12 law. Defendants' conduct causes significant damages to non-exempt hourly employees in an amount
13 to be determined at trial.

14 37. Defendants have employed hundreds of people similarly situated to Plaintiff throughout
15 its locations in California. On information and belief, Defendants' conduct described above has
16 occurred at all relevant times and is ongoing.

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

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

22 39. Labor Code § 2699(a) provides:

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

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

1 41. Labor Code § 203 provides, in relevant part:

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

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

7 43. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
8 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in
9 compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code § 203.

10 44. Labor Code § 226(a) provides:

11 Every employer shall, semimonthly or at the time of each payment of wages,
12 furnish each of his or her employees, either as a detachable part of the check,
13 draft, or voucher paying the employee's wages, or separately when wages are
14 paid by personal check or cash, an accurate itemized statement in writing
15 showing (1) gross wages earned, (2) total hours worked by the employee, except
16 for any employee whose compensation is solely based on a salary and who is
17 exempt from payment of overtime under subdivision (a) of Section 515 or any
18 applicable order of the Industrial Welfare Commission, (3) the number of piece-
19 rate units earned and any applicable piece rate if the employee is paid on a piece-
20 rate basis, (4) all deductions, provided that all deductions made on written orders
 of the employee may be aggregated and shown as one item, (5) net wages
 earned, (6) the inclusive dates of the period for which the employee is paid, (7)
 the name of the employee and his or her social security number, (8) the name
 and address of the legal entity that is the employer, and (9) all applicable hourly
 rates in effect during the pay period and the corresponding number of hours
 worked at each hourly rate by the employee.

21 45. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

22 An employee suffering injury as a result of a knowing and intentional failure
23 by an employer to comply with subdivision (a) is entitled to recover the greater
24 of all actual damages or fifty dollars (\$50) for the initial pay period in which a
25 violation occurs and one hundred dollars (\$100) per employee for each violation
 in a subsequent pay period, not to exceed an aggregate penalty of four thousand
 dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
 fees.

26 46. Labor Code § 226.3 provides:

27 Any employer who violates subdivision (a) of Section 226 shall be subject to a
28 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per

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

47. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, as alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

48. Pursuant to Labor Code § 2699.3(a)(1) and (2), on April 19, 2022, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On the same day, Plaintiff served Defendants’ registered agents with a courtesy copy of the notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. As such, Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

49. Pursuant to Labor Code § 2699.3(a)(1) and (2), on June 28, 2022, Plaintiff provided the LWDA with notice of her intention to file this action. On June 29, 2022, Plaintiff served Defendants’ registered agents with a courtesy copy of the notice via certified mail.

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

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

52. Wherefore, Plaintiff requests relief as hereinafter provided.

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

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

1 54. Labor Code § 2699(f) provides:

2 For all provisions of this code except those for which a civil penalty is
3 specifically provided, there is established a civil penalty for a violation of these
4 provisions, as follows: . . . (2) If, at the time of the alleged violation, the person
5 employs one or more employees, the civil penalty is one hundred dollars (\$100)
6 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.

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

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

12 57. IWC Wage Orders 1-2001(2)(G) defines hours worked as “the time during which an
13 employee is subject to the control of an employer and includes all the time the employee is suffered
14 or permitted to work, whether or not required to do so.”

15 58. Labor Code § 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the Wage Order.

17 59. Labor Code § 510 provides, in relevant part:

18 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours
19 in one workday and any work in excess of 40 hours in any one workweek and
20 the first eight hours worked on the seventh day of work in any one workweek
21 shall be compensated at the rate of no less than one and one-half times the regular
22 rate of pay for an employee. Any work in excess of 12 hours in one day shall be
23 compensated at the rate of no less than twice the regular rate of pay for an
24 employee. In addition, any work in excess of eight hours on any seventh day of
25 a workweek shall be compensated at the rate of no less than twice the regular
26 rate of pay of an employee. Nothing in this section requires an employer to
27 combine more than one rate of overtime compensation in order to calculate the
28 amount to be paid to an employee for any hour of overtime work.

25 60. Labor Code § 1182.12 provides, in relevant part:

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

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

...

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

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

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

...

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

61. Labor Code § 1197 provides:

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

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

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

63. Labor Code § 226.7 and IWC Wage Order 1-2001 provides, in relevant part:

No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

64. Labor Code § 512 and IWC Wage Order 1-2001 provides, in relevant part:

1 Every employer shall authorize and permit all employees to take rest periods, which
2 insofar as practicable shall be in the middle of each work period. The authorized rest
3 period time shall be based on the total hours worked daily at the rate of ten (10) minutes
4 net rest time per four (4) hours or major fraction thereof. However, a rest period need
not be authorized for employees whose total daily work time is less than three and one-
half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for
which there shall be no deduction from wages.

5 65. Labor Code § 2802 requires Defendants to indemnify employees for all necessary
6 expenditures or losses incurred by the employee in direct consequence of the discharge of he or her
7 duties.

8 66. To the extent than any violation alleged herein does not carry penalties under Labor
9 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and
10 Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established
11 by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff
12 and Aggrieved Employees for violations of Labor Code provisions including, but not limited, to,
13 Labor Code § 201-203, 204, 226, 226.7, 510, 512, 1182.12, 1194, 1197, 1198, 2802 and IWC Wage
14 Order 1-2001, and any other violation alleged herein does not carry penalties under Labor Code §
15 2699(a).

16 67. On April 19, 2022, pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff served the
17 California Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
18 file this claim. On the same day, Plaintiff served Defendants’ registered agent with a courtesy copy
19 of the notice via certified mail. Sixty-five calendar days have passed without notice from the LWDA.
20 As such, Plaintiff satisfied the administrative prerequisites to commence this civil action in
21 compliance with § 2699.3(a), (f).

22 68. Pursuant to Labor Code § 2699.3(a)(1) and (2), on June 28, 2022, Plaintiff provided the
23 LWDA with notice of her intention to file this action. On June 29, 2022, Plaintiff served Defendants’
24 registered agents with a courtesy copy of the notice via certified mail.

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

27 70. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
28

1 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
2 award of attorneys' fees and costs as set forth below.

3 71. Wherefore, Plaintiff requests relief as hereinafter provided.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,
6 requests the following relief:

- 7 1. For the Court to declare, adjudge, and decree that Defendants have violated the
8 California Labor Code as alleged herein;
- 9 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
10 civil penalties provided for under the PAGA;
- 11 3. For an award of reasonable attorneys' fees s provided by the California Labor Code,
12 including Labor Code § 2699(g)(1), California Code of Civil Procedure § 1021.5,
13 and/or any other applicable law;
- 14 4. For all costs of suit, as provided in Labor Code § 2699(g)(1); and
- 15 5. For such other and further relief as this Court deems just and proper.

16
17 Respectfully submitted,

18 Date: June 29, 2022

19 

20 Carolyn H. Cottrell
21 Caroline N. Cohen
22 Andrew D. Weaver
23 Heather G. Fuchs
24 SCHNEIDER WALLACE
25 COTTRELL KONECKY LLP

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

1 **DEMAND FOR JURY TRIAL**

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

4 Respectfully submitted,

5 Date: June 29, 2022

6 

7 _____
8 Carolyn H. Cottrell
9 Caroline N. Cohen
10 Andrew D. Weaver
11 Heather G. Fuchs
12 SCHNEIDER WALLACE
13 COTTRELL KONECKY LLP

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