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Assigned for All Purposes

Judge William Claster

CX-104

*Attorneys for Plaintiff and all other
aggrieved employees*

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

SAUL BRAVO, individually, and on behalf of
all other aggrieved employees,

Plaintiff,

v.

ANUBIS LOGISTICS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 30-2022-01276429-CU-OE-CXC

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

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

1 This is a representative action brought by Saul Bravo ("Plaintiff"), on behalf of all other
2 aggrieved employees and the State of California, relating to systemic violations of California wage
3 and hour laws by his employer Anubis Logistics, Inc., (hereinafter referred to as "Anubis" or
4 "Defendant"). Plaintiff makes the following allegations on information and belief, except as to
5 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

6 **INTRODUCTION**

7 1. Anubis Logistics, Inc., is a private, for-profit business which operates one or more
8 logistic warehouse in the state of California.

9 2. In an effort to conserve labor costs, and thereby maximize profits, Defendant has
10 implemented policies and practices that have resulted in systematic violations of California's wage
11 and hour laws.

12 3. For example, Defendant has implemented unlawful policies with respect to meal and
13 rest breaks. Defendant requires its non-exempt employees, who are informed that the needs of the
14 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods and
15 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been
16 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.
17 Further, Defendant pays some aggrieved employees based upon production and fails to provide for
18 paid rest periods. See, *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal. App. 5th 98.

19 4. Moreover, Defendant has uniformly failed to pay Plaintiff and other aggrieved
20 employees proper overtime wages due the fact that it has willfully turn a blind eye to off-the-clock
21 work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendant's
22 understaffing and imposition of an unreasonable workload.

23 **JURISDICTION AND VENUE**

24 5. The Superior Court of the State of California has jurisdiction in this matter because
25 Plaintiff is a citizen of the State of California, and Defendant is licensed to do business under the laws
26 of the State of California. No federal question is at issue because Plaintiff's claims are based solely
27 on California law.

6. Venue is proper in this judicial district and the County of Orange because Defendant maintains its corporate office in the City of Costa Mesa, located in the County of Orange. Moreover, Plaintiff worked for Defendant in Orange County. Many other aggrieved employees also worked for Defendant in Orange County.

THE PARTIES

7. During the statute of limitations period, Plaintiff was employed by Defendant as a Department Lead, an hourly, non-exempt position, at its location in Costa Mesa, California.

8. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California.

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

PAGA REPRESENTATIVE ACTION ALLEGATIONS

10. On June 13, 2022, Plaintiff gave written notice by certified mail pursuant to California Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and Anubis Logistics, Inc., of the specific provisions of the California Labor Code and IWC Wage Order alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from the June 13, 2022, postmark date of his written notice before filing this action, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under the California Private Attorneys General Act of 2004 (“PAGA”).

1 11. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
2 action on behalf of the State of California, and all other aggrieved employees (e.g., current and
3 former non-exempt employees of Defendant who are California citizens and performed work for
4 Defendant in the State of California at any time within the period beginning one (1) year prior to the
5 June 13, 2022 notice Plaintiff provided to the LWDA and, and ending at the time this action proceeds
6 to final judgment ("statute of limitations period").

7 **FACTUAL ALLEGATIONS**

8 **Failure to Provide Required Meal Periods**

9 12. During the statute of limitations period, as part of Defendant's illegal policies and
10 practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted
11 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,
12 to completely skip their meal periods, to take late and short meal periods, and Defendant has
13 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
14 required under California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order.

15 13. Defendant has implemented several practices that have caused Plaintiff and aggrieved
16 employees to systematically miss and otherwise take non-compliant meal periods. Defendant
17 systematically understaff its job sites such that non-exempt employees are given so much work to
18 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct
19 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
20 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them
21 after working longer than five (5) hours, to perform work during their meal periods, or return to work
22 after taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other aggrieved
23 employees need to secure permission before taking a meal period, which is often denied by
24 supervisors. Defendant also did not properly notify their non-exempt employees of their rights under
25 California law to take timely, uninterrupted meal periods (including the right to second meal periods
26 during shifts of longer than ten (10) hours), and thus, aggrieved employees like Plaintiff were left in
27 the dark as to when or for how long they could take their meal periods.

1 14. There are also frequent occasions when Plaintiff and aggrieved employees need to
2 perform other duties immediately before the time during which they are legally entitled to take a meal
3 period. Pursuant to Defendant's policies, Plaintiff and aggrieved employees cannot simply drop their
4 job duties and leave a customer to take a meal period. Consequently, Plaintiff and aggrieved
5 employees regularly miss meal periods, take late meal periods, return early from meal periods, and
6 even clock out for meal periods but continue working. Plaintiff is informed and believes Defendant
7 failed to maintain records of meal periods allegedly taken by Plaintiff and the other aggrieved
8 employees.

9 15. Despite the foregoing, Defendant has implemented a policy and practice of actively
10 discouraging the issuance of meal period premium payments, and in the process, Defendant has
11 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to
12 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
13 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
14 regular rate of pay for each workday that such a meal period was not authorized or permitted.

15 **Failure to Provide Required Rest Breaks**

16 16. During the statute of limitations period, as part of Defendant's illegal policies and
17 practices to minimize labor costs and maximize corporate profits, Defendant has 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 Wage Order.

20 17. The same or similar 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 understaffs work areas,
23 which creates so much work for Plaintiff and other aggrieved employees that they are frequently
24 unable to take rest breaks. Moreover, when Plaintiff and the other aggrieved employees were paid on
25 an production basis instead of hourly, based upon their production, Defendant failed to provide for
26 paid rest periods. See, *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal. App. 5th 98.

27 18. Defendant also does not provide adequate training regarding its legal obligations with
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1 respect to the provision of rest breaks, does not implement a schedule regarding rest breaks for non-
2 exempt employees, and often interrupts staff who try to take rest periods. In short, Defendant
3 essentially has a non-existent rest break policy, as there is no guidance or specification as to when
4 Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks during their
5 shifts.

6 19. Defendant also violated California Labor Code § 226.7, and § 12 of the applicable
7 IWC Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a
8 rest break, in accordance with the applicable wage order, one additional hour of compensation at the
9 proper regular rate of pay for each workday that a rest break was not provided.

10 **Failure to Pay Overtime Wages**

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

18 21. During the statute of limitations period, Defendant failed to compensate Plaintiff and
19 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
20 of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime
21 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§
22 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
23 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not
24 compensating them for this time, improperly calculating the regular rate of pay based on bonuses,
25 commissions, and other remuneration, and other methods to be discovered. Moreover, when Plaintiff
26 and the other aggrieved employees are paid on a production basis and work more than eight (8) hours
27 in a day and/or over forty (40) hours in a workweek, they are not paid overtime wages.

1 22. In a short-sighted attempt to maximize profits, Defendant has understaffs its job sites.
2 Not only has this practice resulted in widespread missed meal and rest breaks, but it has also caused
3 Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendant has actual or
4 constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and other
5 aggrieved employees routinely arrive to work early to check so that they are prepared and ready to
6 begin performing their duties promptly at the start of their shifts, as they must be pursuant to the
7 requirements of Defendant. Defendant knows that Plaintiff and other aggrieved employees perform
8 this work off-the-clock.

9 23. Defendant has knowingly and willfully refused to perform its obligations to
10 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
11 violation of California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

12 **Failure to Pay Minimum Wages**

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

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

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

2 **Failure to Timely Pay Wages During Employment**

3 27. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
4 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the
5 16th and 26th day of the month during which the labor was performed. California Labor Code § 204
6 also provides that for all labor performed between the 16th and 26th days of any calendar month,
7 Defendant is required to pay its non-exempt employees between the 1st and 10th day of the following
8 calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in
9 excess of the normal work period shall be paid no later than the payday of the next regular payroll
10 period.

11 28. During the statute of limitations period, Defendant has knowingly and willfully failed
12 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
13 regular payroll period as required by California Labor Code § 204, including but not limited to,
14 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
15 of the regular rate of pay, and for work performed off-the-clock.

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

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

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

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

2 32. During the statute of limitations period, Defendant has willfully failed to pay accrued
3 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
4 California Labor Code §§ 201 and 202. On information and belief, Defendant does not have a
5 sufficient policy to provide Plaintiff and other aggrieved employees with their final paychecks within
6 the timeframes required under California law. Further, Plaintiff's employment ended on or about May
7 6, 2022, Defendant failed and continues to fail to properly compensate Plaintiff and other aggrieved
8 employees for all hours worked when due, overtime wages, and compensation for non-compliant
9 meal and rest breaks, Defendant also willfully failed and continue to fail to pay accrued wages and
10 other compensation to Plaintiff and other aggrieved employees in accordance with California Labor
11 Code §§ 201 and 202.

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

13 33. During the statute of limitations period, Defendant has routinely failed to provide
14 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
15 Defendant's pay stubs have violated California Labor Code § 226. Defendant's wage statements are
16 non-compliant with Labor Code §226 since Defendant was and is not providing Plaintiff and other
17 aggrieved employees with proper meal periods and rest breaks and intentionally fails to include in
18 their wage statements one (1) additional hour of compensation at their regular rates of pay for each
19 non-compliant meal period or rest break. Moreover, Defendant fails to list the rates of pay on its
20 wage statements. For instance, when Plaintiff and the other aggrieved employees are paid "Container
21 Pay" an hourly rate is not listed. Further, Defendant failed to pay proper overtime wages to Plaintiff
22 and other aggrieved employees and its wage statements therefore fail to reflect the correct hourly
23 rates worked by Plaintiff and other aggrieved employees. Finally, the wage statements do not reflect
24 or incorrectly reflect the sick pay balance and/or the amount of sick pay available to Plaintiff and the
25 other aggrieved employees.

26 34. In order to conceal its wage theft, Defendant knowingly and intentionally failed to
27 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
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1 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

2 35. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
3 Defendant to provide timely and accurate itemized wage statements because it prevented them from
4 discovering the scope and extent of Defendant's violations of California wage and hour laws,
5 prevented them from being able to accurately determine the gross wages earned, the total hours
6 worked, all deductions made, the net wages earned, all applicable hourly rates in effect during each
7 pay period and the corresponding number of hours worked at each hourly rate and the balance and
8 available amount of sick leave, including supplemental COVID-19 sick pay.

9 **Failure to Maintain Required Records**

10 36. During the statute of limitations period, as part of Defendant's illegal payroll policies
11 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
12 Defendant 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; the
16 balance and available amount of sick leave and accurate itemized statements. Defendant had
17 knowledge that it was not providing its non-exempt employees with proper meal and rest periods, but
18 knowingly failed to include in the wage statements one (1) extra hour of compensation for each
19 missed meal and rest period. Defendant also illegally and inaccurately recorded the time in which
20 Plaintiff and other aggrieved employees worked. Defendant has also failed to maintain accurate,
21 itemized wage statements, as alleged above.

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

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

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

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

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

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

12 40. During the Statute of Limitations Period, Defendant has failed to reimburse Aggrieved
13 Employees for the usage of their personal cellular phones in addition to personal protective
14 equipment during the COVID-19 pandemic, including face masks and disposable gloves and other
15 supplies. Defendant did not reimburse Plaintiff and other Aggrieved Employees for the costs of the
16 expenditures relating to their cellular phones, face masks and other supplies.

17 **Failure to Provide Suitable Seating**

18 41. IWC Wage Order No. 5-2001, § 14 provides:

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

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

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

1 job duties.

2 **FIRST CAUSE OF ACTION**

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

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

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

6 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 41 above.

8 43. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
9 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved
10 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
11 was employed by Defendant and one or more of the alleged California Labor Code violations was
12 committed against Plaintiff during the statute of limitations period.

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

16 45. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
17 penalties from Defendant in a representative action for the violations set forth above, including but
18 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512,
19 1174, 1194 and for the violations of the applicable IWC Wage Order alleged above.

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

- 23 a. Pursuant to California Labor Code § 210, for violations of California Labor
24 Code § 204, Defendant is subject to a civil penalty in the amount of one
25 hundred dollars (\$100) for the initial violation for each failure to pay each
26 employee, and two hundred dollars (\$200) per employee for violations in
27 subsequent pay periods.

- 1 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
2 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
3 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
4 period where a violation occurs and one thousand dollars (\$1,000) per
5 aggrieved employee for violations in subsequent pay periods.
- 6 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
7 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
8 (\$500).
- 9 d. Pursuant to California Labor Code § 2810.8 (d)(3), Defendant is subject to a
10 civil penalty of one hundred dollars (\$100) for each employee whose rights
11 under the provisions of Labor Code § 2810.8 are violated and an additional
12 sum payable as liquidated damages in the amount of five hundred dollars
13 (\$500) per employee, for each day the rights of an employee under this section
14 are violated and continuing until such time as the violation is cured.

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

19 48. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
20 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
21 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204,
22 226.7, 1197, 1024.5, and for the violations of the applicable IWC Wage Order alleged above.

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

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

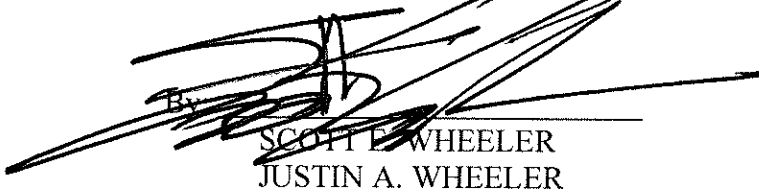
1 **PRAYER FOR RELIEF**

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

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

9 DATED: August 19, 2022

THE LAW OFFICE OF SCOTT ERNEST WHEELER

10 
11 By 
12 SCOTT E. WHEELER
JUSTIN A. WHEELER

13 *Attorneys for Plaintiff*
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