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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

IVAN DANIEL MENDOZA PAREDas, on
behalf of the State of California and Aggrieved
Employees,

Plaintiff,

vs.

GARDA CL WEST, INC., doing business as
GARDA WORLD,

Defendant.

Case No. **25CV126189**

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

DEMAND FOR JURY TRIAL

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

06/10/2025 at 02:58:20 PM

By: Milagros Cortez,
Deputy Clerk

1 Plaintiff Ivan Daniel Mendoza Paredas (“Plaintiff”), on behalf of the State of California and
2 Aggrieved Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Garda CL West Inc. d/b/a
5 Garda World (“Garda” or “Defendant”) on behalf of the State of California to collect penalties as a
6 result of Defendant’s systematic violations of California labor law with respect to Defendant’s non-
7 exempt hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant in California.

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
11 and Aggrieved Employees all overtime wages owed; (2) failing to pay Plaintiff and Aggrieved
12 Employees minimum wage for all hours worked; (3) failing to reimburse Plaintiff and Aggrieved
13 Employees for necessary business expenses; (4) failing to provide Plaintiff and Aggrieved Employees
14 true and accurate itemized wage statements; and (5) failing to pay all wages due timely at separation.

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

18 **PARTIES**

19 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
20 employees of Garda CL West Inc. d/b/a Garda World in the State of California. The Aggrieved
21 Employees work as, among other positions, hourly paid Messenger Driver, and other hourly non-
22 exempt employees in California.

23 6. Plaintiff Mendoza Paredas is an individual over the age of eighteen and, at all times
24 relevant to this Complaint, was a resident of the State of California.

25 7. Plaintiff worked for Defendant as a Driver-Messenger in Fresno, California, from
26 approximately November 27, 2020, through November 25, 2024.

27 8. Plaintiff is informed, believes, and thereon alleges that Garda CL West Inc. is a
28 California corporation with its principal place of business located in Coral Springs, Florida is

1 registered to do business in the State of California and does business in the State of California. Garda
2 may be served with process by serving its registered agent, Corporate Creations Network Inc., 5901
3 W. Century Blvd., Los Angeles, California 90045.

4 9. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
5 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
6 believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages locations
7 in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved
8 Employees, among other hourly employees, in this County and throughout California.

9 10. At all material times, Defendant does business under the laws of California, has places
10 of business in the State of California, including in this County, and employs Aggrieved Employees in
11 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
12 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
13 Wage Orders.

14 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
15 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
16 Plaintiff and Aggrieved Employees.

17 **SUBJECT MATTER JURISDICTION AND VENUE**

18 12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
19 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
20 liability and the cause, or some part of the cause, arose in this County.

21 13. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
22 The Court also has jurisdiction over Defendant because they are a corporation authorized to do
23 business in the State of California, and because Defendant does in fact do business and employs
24 workers in the State of California.

25 **FACTUAL ALLEGATIONS**

26 14. Upon information and belief, Garda CL West Inc. d/b/a Garda World is a full-service
27 cash logistics company that processes, transports, and handles currency, coins, checks, and other
28 valuables for its customers, which include financial institutions and retailers. Defendant employs

1 Plaintiff and Aggrieved Employees as “Drivers-Messengers” to pick up and deliver these valuables.

2 15. Plaintiff has worked for Defendant as a Messenger Driver in Fresno, California, from
3 approximately November 27, 2020 to November 25, 2024. Although Plaintiff’s shifts vary in length,
4 Plaintiff usually works approximately eight (8) to ten (10) hours or more per shift for approximately
5 five (5) or more shifts per week. Plaintiff’s weekly hours vary, but on average, Plaintiff works in excess
6 of forty (40) hours per week. Plaintiff worked approximately one (1) opening shift per week.

7 16. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.
8 Plaintiff was compensated at an hourly rate of \$23.25.

9 17. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
10 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

11 18. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
12 employed by Defendant in a similar manner throughout the State of California, including in this
13 County, and perform work materially similar to Plaintiff.

14 19. Aggrieved Employees perform their jobs under Defendant’s supervision using materials
15 and technology approved and supplied by Defendant.

16 20. Aggrieved Employees are required to follow and abide by Defendant’s common work,
17 time, and pay policies and procedures in the performance of their jobs.

18 21. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
19 are determined by common systems and methods that Defendant selects and controls.

20 22. Plaintiff is informed, believes, and thereon alleges that Defendant’s policies and
21 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
22 location in the State of California. Upon information and belief, Aggrieved Employees worked more
23 than eight (8) hours per day and more than forty (40) hours in at least one (1) workweek during the
24 one (1) year before this Complaint was filed.

25 23. Plaintiff and Aggrieved Employees are responsible, without limitations, for driving
26 armored vehicles to transport money and other valuables, the transport and physical pickup and
27 delivery of money and valuables, and protecting money and valuables during transit and delivery.

28 24. Plaintiff and Aggrieved Employees typically work in two-person teams, consisting of

1 one driver and one messenger. The driver is responsible for driving the armored vehicle, while the
2 messenger is responsible for making deliveries and pickups of cash, coin, and checks, to or from Garda
3 customers on the route.

4 25. During the route, the messenger sits in the back of the armored vehicle, separated from
5 the driver. The messenger is responsible for pickups and deliveries along the route, and will exit the
6 vehicle at each stop along the route to pick up and/or deliver cash and checks to a customer, or to
7 service ATMs. Typically, the driver and messenger will change roles halfway through the route.
8 Plaintiff and Aggrieved Employees are expected to perform each role.

9 26. While the messenger is out of the vehicle on the route, the driver is responsible for
10 watching the messenger's progress and monitoring the scene for potential safety issues. The driver is
11 trained to position the armored vehicle so as to maximize his or her opportunity to observe the
12 messenger and also so as to ensure that the vehicle is not blocked in by other vehicles, so that it can
13 exit quickly in an emergency. Both of the Driver-Messengers, regardless of their role as the driver or
14 messenger, are responsible for seeing that the armored vehicle is safely operated and that the valuables
15 are safely transported.

16 27. Plaintiff and Aggrieved Employees must operate the armored vehicle according to the
17 safety standards set forth by the Federal Motor Carrier Safety Administration ("FMCSA"), and the
18 vehicle must be loaded and unloaded in accordance with the safety standards set forth by the FMCSA.

19 28. Upon information and belief, Plaintiff and Aggrieved Employees operate armored
20 vehicles in excess of 10,001 pounds.

21 29. Defendant's customers include state agencies, medical providers, national and local
22 banks and other financial institutions (including servicing of automated teller machines ("ATMs")),
23 and check cashing businesses. Defendant also services a variety of commercial enterprises including
24 retailers, grocers, pharmacies, gas stations, and restaurants.

25 30. Defendant operates its own cash vaults, including the Fresno, California cash vault,
26 where it stores cash, checks, and other coins on behalf of its customers. Upon information and belief,
27 Defendant's customers frequently request cash deliveries for their businesses in an amount that
28 regularly totals \$100,000.00 or more. Sometimes Defendant's cash vaults have cash available to fulfill

1 such customer orders. Other times, Defendant's customers must place orders with the Federal Reserve
2 for currency. In those instances, Plaintiff and Aggrieved Employees pick up the currency from the
3 Federal Reserve and transport it to one of Defendant's transportation vaults, before it is delivered to
4 Defendant's customers. Plaintiff and Aggrieved Employees also transport some of the currency
5 received to Defendant's transportation vault to Defendant's cash vault.

6 31. In addition to picking up currency from the Federal Reserve, Plaintiff and Aggrieved
7 Employees deliver bulk currency deposit shipments to the Federal Reserve from Defendant's cash
8 vault, on behalf of Defendant's customers.

9 32. In addition to handling currency, Plaintiff and Aggrieved Employees regularly pick up
10 checks from Defendant's customers and deliver them to one of Defendant's cash vault or any other
11 customer-designated cash vault. One of two things is then done with these checks that arrive at
12 Defendant's cash vault. For some customers, Defendant transmits the checks to the customer's bank
13 so that they can be deposited into the customer's account. For other clients, Defendant's cash vault
14 processes the checks and electronically transmits the check information to the customer's bank, so that
15 the bank can deposit the checks into the customer's account.

16 33. Defendant regularly fails to pay Plaintiff and Aggrieved Employees for all hours
17 worked.¹ Defendant regularly requires Plaintiff and Aggrieved Employees to perform work while off-
18 the-clock and without compensation. Defendant's policies and practices cause Plaintiff and Aggrieved
19 Employees to frequently work while off-the-clock, including but not limited to before the start of their
20 shifts, *i.e.*, before clocking in. For instance, when they are scheduled to work the opening shift,
21 Defendant instructs Plaintiff and Aggrieved Employees to participate in its opening security protocol
22 but does not allow them to enter its facility and clock in for the beginning of their shift until after the
23 conclusion of such security protocols. Indeed, Defendant requires that Plaintiff and Aggrieved
24 Employees remain outside and surveil its facility while carrying a device capable of alerting the police
25 in case of a security threat while its manager(s) enters and inspects the inside of the facility.
26 Defendant's opening security protocol last approximately ten (10) to fifteen (15) minutes. This time
27

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

1 spent working while off-the-clock goes unrecorded and uncompensated even though it should be
2 compensated at minimum wage under California law, giving rise to minimum wage and overtime
3 violations.

4 34. Plaintiff is informed, believes, and thereon alleges that Defendant applies these same
5 policies and practices across all Defendant's facilities throughout California.

6 35. Plaintiff is informed, believes, and thereon alleges that all hourly non-exempt employees
7 of Defendant are subject to the same or similar unlawful compensation practices and mechanisms.

8 36. Plaintiff and Aggrieved Employees are also required to pay out of pocket for necessary
9 business expenses incurred in the performance of their work duties for Defendant. However,
10 Defendant does not reimburse them for these expenses. For example, Plaintiff and Aggrieved
11 Employees are constantly required to use their personal phones while at work as a GPS tool because
12 Defendant's company-provided phones are not functional. In other words, Defendant's company-
13 provided phones lose signal and Plaintiff and Aggrieved Employees are unable to use them for their
14 intended purpose. Thus, they must resort to using their personal cell phones to ensure they are able to
15 arrive safely at their destinations. Moreover, Plaintiff and Aggrieved Employees are instructed to use
16 their personal cellphone to communicate amongst each other and ask and answer questions regarding
17 certain stops, specific procedures at certain stops and/or ATMs. For instance, Plaintiff's branch
18 manager directed Plaintiff to use his cell phone to call his coworkers when he had a question regarding
19 his work duties. However, Defendant does not reimburse Plaintiff and Aggrieved Employees for these
20 expenses, in violation of California law.

21 37. Defendant's common course of wage-and-hour abuse also includes routinely failing to
22 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. In
23 particular, Defendant fails to record the hours Plaintiff and Aggrieved Employees worked off-the-
24 clock.

25 38. Defendants also knowingly and intentionally fail to provide Plaintiff and Aggrieved
26 Employees with accurate itemized wage statements that contain the information required by California
27 law. As a result of the policies and practices described herein, the wage statements provided to Plaintiff
28 and Aggrieved Employees do not include payment for all hours worked, including minimum wages

1 and overtime. The wage statements also do not include the applicable hourly rates in effect during the
2 pay period.

3 39. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
4 former workers of Defendant with full payment of all wages owed upon separation from employment.
5 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
6 including minimum wage and overtime compensation, and reimbursement for necessary business
7 expenses, whether their termination was voluntary or involuntary; yet Defendant has failed to provide
8 Plaintiff and Aggrieved Employees with such payments within the required time period. As a result,
9 and pursuant to the California Labor Code, Defendant is subject to waiting time penalties.

10 40. Defendant's conduct has been knowing, willful, and carried out in bad faith, and has
11 caused significant damages to Plaintiff and Aggrieved Employees in an amount to be determined at
12 trial. Defendant did not take requisite reasonable steps to ensure that Plaintiff and Aggrieved
13 Employees were compensated for all hours worked, reimbursed for business expenses, or accurate
14 wage statements, and timely paid for all wages at separation. Plaintiff is informed, believes, and
15 thereon alleges that Defendant knew or should have known that Plaintiff and Aggrieved Employees
16 are not paid for all hours worked, nor are they reimbursed for the required use of their personal
17 cellphones, or provided accurate wage statements, and that Defendant does not timely pay all final
18 wages. Thus, Defendant's failure to pay for all hours worked, failure to reimburse for business
19 expenses, failure to provide complete and accurate wage statements, and failure to timely pay all final
20 wages is and/or was deliberate and willful.

21 41. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
22 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's
23 operations in the State of California.

24 **FIRST CAUSE OF ACTION**

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

26 **(Failure to Pay Overtime Premiums)**

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

28 42. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth

1 herein.

2 43. Cal. Lab. Code § 2699(f) provides:

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

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

12 45. IWC Wage Order 9-2001(2)(H) 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 46. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the Wage Orders.

17 47. Cal. Lab. Code § 510 provides, in relevant part:

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

28 48. Cal. Lab. 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.

49. Defendant’s policies and practices result in payment of wage and overtime violations.

50. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period

1 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
2 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
3 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
4 Lab. Code §§ 510 1194, 1198, IWC Wage Order 9-2001, and any other violation alleged herein which
5 does not carry penalties under Cal. Lab. Code § 2699(a).

6 51. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 7, 2025, Plaintiff
7 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
8 file this claim. On February 7, 2025, Plaintiff mailed Defendant a copy of such notice via certified
9 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
10 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
11 Code § 2699.3(a).

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

14 53. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
15 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
16 and costs as set forth below.

17 54. Wherefore, Plaintiff request relief as hereinafter provided.

18 **SECOND CAUSE OF ACTION**

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

20 **(Failure to Pay Minimum Wages)**

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

22 55. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 56. Cal. Lab. Code § 2699(f) provides:

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

1 57. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
2 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
3 commission basis or method of calculation.”

4 58. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
5 employment are due and payable twice during each calendar month....” and “[l]abor performed
6 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th
7 and the 26th day of the month during which the labor was performed, and labor performed between
8 the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th
9 day of the following month.”

10 59. IWC Wage Order 9-2001(2)(H) defines hours worked as “the time during which an
11 employee is subject to the control of an employer and includes all the time the employee is suffered
12 or permitted to work, whether or not required to do so.”

13 60. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
14 conditions that violate the Wage Orders.

15 61. Defendant’s policies and practices result in failure to pay all wages, including off-the-
16 clock work, timely under the timeframes set forth in Cal. Lab. Code § 204.

17 62. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
18 which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those
19 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
20 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab.
21 Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order 9-2001,
22 and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a),
23 for Defendant’s failure to pay minimum wages.

24 63. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 7, 2025, Plaintiff
25 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
26 file this claim. On February 7, 2025, Plaintiff mailed Defendant a copy of such notice via certified
27 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
28 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.

1 Code §§ 2699.3(a) and (c).

2 64. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
3 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

4 65. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
5 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
6 and costs as set forth below.

7 66. Wherefore, Plaintiff requests relief as hereinafter provided.

8 **THIRD CAUSE OF ACTION**

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

10 **(Failure to Reimburse Business Expenses)**

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

12 67. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 68. Cal. Lab. Code § 2699(f) provides:

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

21 69. Cal. Lab. Code § 2802(a) provides as follows:

22 An employer shall indemnify his or her employee for all necessary expenditures or
23 losses incurred by the employee in direct consequence of the discharge of his or her
24 duties, or of his or her obedience to the directions of the employer, even though
25 unlawful, unless the employee, at the time of obeying the directions, believed them to
26 be unlawful. Defendant's policies and practices result in failure to reimburse for all
27 business expenses incurred by Plaintiff and Aggrieved Employees as set forth in §
28 2802.

29 70. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
30 which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those
31 sections, including but not limited to penalties under Cal. Lab. Code § 2802. Plaintiff seeks penalties
32 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab.
33 Code provisions including, but not limited to, Cal. Lab. Code § 2802, IWC Wage Order 9-2001, and

any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a), for Defendant's failure to reimburse business expenses.

71. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 7, 2025, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On February 7, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §§ 2699.3(a) and (c).

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

73. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

74. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

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

(Failure to Provide True and Accurate Itemized Wage Statements)

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

75. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

76. Cal. Lab. Code § 2699(a) provides:

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

77. Cal. Lab. Code § 226(a) provides:

An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours

worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-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 only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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...

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

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a 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.

79. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a 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.

80. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained under § 226(a) for at least three (3) years.

81. Cal. Lab. Code § 1174(d) provides, in relevant part:

[Employers shall] [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission...

82. Cal. Lab. Code § 1174.5 provides, in relevant part:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

1 83. IWC Wage Order 9-2001, Section 7, provides, in relevant part:
2 (A) Every employer shall keep accurate information with respect to each employee
3 including the following:
4 (3) ... Time records showing when the employee begins and ends each work period....
5 (4) Total wages paid each payroll period...
6 (5) Total hours worked during the payroll period and applicable rates of pay...
7 (B) Every employer who has control over wages, hours, or working conditions shall
8 semimonthly or at the time of each payment of wages furnish each employee an
9 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
10 period for which the employee is paid; (3) the name of the employee or the employee's
11 social security number; and (4) the name of the employer, provided all deductions made
12 on written orders of the employee may be aggregated and shown as one item. (See
13 Labor Code Section 226.) This information shall be furnished either separately or as a
14 detachable part of the check, draft, or voucher paying the employee's wages....

15 84. Defendant's policies and practices result in failure to issue compliant itemized wage
16 statements containing all of the information required under Cal. Lab. Code § 226 and to maintain all
17 records required under Cal. Lab. Code §§ 226 and 1174.

18 85. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
19 which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those
20 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5.
21 Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees
22 for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an
23 accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks
24 civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to
25 maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 9-2001.

26 86. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 7, 2025, Plaintiff
27 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
28 file this claim. On February 7, 2025, Plaintiff mailed Defendant a copy of such notice via certified
29 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
30 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
31 Code §§ 2699.3(a) and (c).

32 87. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
33 Employees, and himself as set forth in Cal. Lab. Code § 2699.

1 88. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
2 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
3 and costs as set forth below.

4 89. Wherefore, Plaintiff requests relief as hereinafter provided.

5 **FIFTH CAUSE OF ACTION**

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

7 **(Waiting Time Penalties)**

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

9 90. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
10 herein.

11 91. Cal. Lab. Code § 2699(a) provides:
12 Notwithstanding any other provision of law, any provision of this code that provides
13 for a civil penalty to be assessed and collected by the Labor and Workforce
14 Development Agency or any of its departments, divisions, commissions, boards,
15 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
16 through a civil action brought by an aggrieved employee on behalf of himself or herself
17 and to other current or former employees.

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

21 93. Cal. Lab. Code § 203 provides, in relevant part:
22 If an employer willfully fails to pay, without abatement or reduction, in accordance
23 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
24 or who quits, the wages of the employees shall continue as a penalty from the due date
25 thereof at the same rate paid or until an action therefor is commenced; but the wages
26 shall not continue for more than 30 days.

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

95. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
Defendant, as alleged above, to timely pay all wages owed to Plaintiffs and the Aggrieved Employees
in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
203 and 256.

1 96. Cal. Lab. Code § 226(a) provides:

2 Every employer shall, semimonthly or at the time of each payment of wages, furnish
3 each of his or her employees, either as a detachable part of the check, draft, or voucher
4 paying the employee's wages, or separately when wages are paid by personal check or
5 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
6 total hours worked by the employee, except for any employee whose compensation is
7 solely based on a salary and who is exempt from payment of overtime under
8 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
9 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
if the employee is paid on a piece-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.

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

11 An employee suffering injury as a result of a knowing and intentional failure by an
12 employer to comply with subdivision (a) is entitled to recover the greater of all actual
13 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
14 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.

15 98. Cal. Lab. Code § 226.3 provides:

16 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
17 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
18 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
19 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.

20 99. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
21 by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized
22 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
23 Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
24 226(e)(1).

25 100. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 7, 2025, Plaintiff
26 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
27 file this claim. On February 7, 2025, Plaintiff mailed Defendant a copy of such notice via certified
28 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiffs

1 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
2 Code § 2699.3(a).

3 101. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and himself as set forth in Cal. Lab. Code § 2699.

5 102. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
6 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
7 and costs as set forth below.

8 103. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **PRAYER FOR RELIEF**

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

- 11 1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
12 Lab. Code as alleged herein;
- 13 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
14 penalties provided under the PAGA;
- 15 3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
16 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 17 4. For all costs of suit; and
- 18 5. For such other and further relief as this Court deems just and proper.

19
20
21 Date: June 10, 2025

Respectfully Submitted,

22 
23 Carolyn H. Cottrell
24 Ori Edelstein
25 Philippe M.J. Gaudard
26 **SCHNEIDER WALLACE**
27 **COTTRELL KONECKY LLP**

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

DEMAND FOR JURY TRIAL

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

Date: June 10, 2025

Respectfully Submitted,



Carolyn H. Cottrell
Ori Edelstein
Philippe M.J. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

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