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10 *Attorneys for Plaintiff and the Aggrieved Employees*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SANTA CLARA**

13
14 MAURA MUNOZ NAVA, individually, and
15 on behalf of all other aggrieved employees,

16 Plaintiff,

17 v.

18 PERFORMANCE FIRST BUILDING
19 SERVICES, INC, a California corporation;
and DOES 1 through 50, inclusive,

20 Defendants.

CASE NO.

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

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

1 This is a representative action brought by Maura Munoz Nava, individually and on behalf of
2 all other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and
3 hour laws by her former employer, Performance First Building Services, Inc. ("PFBS" 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 her personal knowledge.

6 **INTRODUCTION**

7 1. Defendant provides cleaning and disinfecting services for commercial businesses
8 throughout the State of California. Defendant is a private, for-profit janitorial business.

9 2. As a private, for-profit business, Defendant implemented common policies and
10 practices that have resulted in systemic violations of California's wage and hour laws. Defendant
11 failed to implement adequate practices to protect the rights of its employees, particularly in light the
12 nature of its business, which is to keep labor costs low and maximize profits.

13 3. Defendant attempts to maximize profits by among other methods, understaffing of the
14 facilities of its clients and providing insufficient time for Plaintiff and the other aggrieved employees
15 to complete their work resulting in the inability of Plaintiff and the other aggrieved employees to
16 take meal and rest breaks.

17 4. Defendant implemented unlawful written policies with respect to meal and rest
18 breaks. Defendant also requires its non-exempt employees, who are informed that the needs of the
19 businesses take top priority, to work through meal and rest breaks, or take untimely meal periods. As
20 a result, Plaintiff and other aggrieved employees have been denied the ability to take the meal and
21 rest breaks that they were and are legally entitled to take. Moreover, Defendant has failed to pay any
22 premium payments for missed, late or interrupted meal and/or rest periods.

23 5. Moreover, Defendant has uniformly failed to pay Plaintiff and other aggrieved
24 employees proper overtime wages due the fact that it improperly calculates the regular rate of pay,
25 and willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees
26 perform as a direct consequence of Defendant's understaffing and imposition of an unreasonable
27 workload.

1 6. Defendant also failed to provide Plaintiff and the other aggrieved employees with
2 accurate wage statements by failing to list any of the hours worked by Plaintiff and the other
3 aggrieved employees.

4 7. Defendant also failed to reimbursement Plaintiff and the other aggrieved employees
5 with necessary expenses in violation of Labor Code §2802, and other violations yet to be discovered.

6 **JURISDICTION AND VENUE**

7 8. The Superior Court of the State of California has jurisdiction in this matter because
8 Plaintiff is a citizen and resident of the State of California, and Defendant regularly conducts
9 business in the State of California.

10 9. Venue is proper in this judicial district and the County of Santa Clara, California
11 because Plaintiff resides in the County of Santa Clara and Defendant assigned Plaintiff to work at a
12 retail store, located in the City of Santa Clara, the County of Santa Clara and many of Defendant's
13 unlawful actions and omissions, as set alleged herein, occurred in the County of Santa Clara.

14 10. Defendant employed Plaintiff and other aggrieved employees within the State of
15 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
16 employees.

17 **THE PARTIES**

18 11. During the statute of limitations period, Plaintiff was employed by Defendant and
19 assigned to work at clients of Defendant located in Santa Clara, California and other locations
20 throughout the State of California.

21 12. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all
22 times relevant hereto was, a corporation organized and existing under the laws of the State of
23 California and license to do business in the State of California.

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

4 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
5 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
6 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
7 attributable to the other Defendant. Furthermore, Defendants in all respects acted as the employer
8 and/or joint employer of Plaintiff and the other aggrieved employees.

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

16 16. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and the
17 other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
18 unascertained but subject to proof at trial and within the jurisdiction of this Court.

19 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

26 18. On August 26, 2022, Plaintiff gave written notice by certified mail pursuant to
27 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
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1 (“LWDA”) and Defendant, of the specific provisions of the California Labor Code and IWC Wage
2 Order alleged to have been violated, including the facts and theories to support the alleged
3 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
4 than sixty-five (65) days from the August 26, 2022 postmark date of her written notice before filing
5 this action, Plaintiff has complied with all of the requirements set forth in California Labor Code §
6 2699.3 to commence a representative action under PAGA.

7 **FACTUAL ALLEGATIONS**

8 **Failure to Provide Required Meal Periods**

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

10 19. During the statute of limitations period, as part of Defendant’s illegal policies and
11 practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted
12 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,
13 to completely skip their meal periods, to take late and short meal periods, and Defendant has
14 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
15 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

16 20. Defendant has implemented several practices that have caused Plaintiff and aggrieved
17 employees to systematically miss and otherwise take non-compliant meal periods. Defendant
18 systematically understaffs the facilities of its customers such that its non-exempt employees are
19 given so much work to complete that they regularly miss or take non-compliant meal periods. As a
20 direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work to
21 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
22 take them after working longer than five (5) hours, to perform work during their meal periods, or
23 return to work after taking less than a thirty (30) minute meal period.

24 21. There are also frequently occasions when Plaintiff and aggrieved employees need to
25 perform other duties immediately before the time during which they are legally entitled to take a
26 meal period. Pursuant to Defendant’s policies and practices, Plaintiff and aggrieved employees
27 cannot simply drop their urgent job duties to take a meal period. Consequently, Plaintiff and
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1 aggrieved employees regularly miss meal periods, take late meal periods, or return early from meal
2 periods, and even clock out for meal periods but continue working during their meal periods.

3 22. Plaintiff and aggrieved employees often cannot simply stop working and take their
4 meal period, which often causes them to regularly miss and otherwise take non-compliant meal
5 periods.

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

13 **Failure to Provide Required Rest Breaks**

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

15 24. During the statute of limitations period, as part of Defendant's illegal policies and
16 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize
17 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
18 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

19 25. The same common policies and practices that deprive Plaintiff and other aggrieved
20 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
21 take their first, second and third rest breaks. As alleged herein, Defendant understaffs its client
22 facilities which creates so much work for Plaintiff and other aggrieved employees that they are
23 frequently unable to take rest breaks.

24 26. Defendant also violated California Labor Code § 226.7, § 12 of the applicable IWC
25 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
26 failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in
27 accordance with the applicable wage order, one additional hour of compensation at the proper
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1 regular rate of pay for each workday that a rest break was not provided.

2 **Failure to Pay Overtime Wages**

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

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

11 28. Plaintiff and other aggrieved employees are current and former non-exempt
12 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
13 applicable IWC Order. During the statute of limitations period, Defendant has failed to compensate
14 Plaintiff and other aggrieved employees for all overtime hours worked as required under the
15 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:
16 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
17 California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or
18 suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal
19 and rest breaks, but not compensating them for this time, improperly calculating the regular rate of
20 pay based on shift differential and other remuneration, improperly rounding hours in favor of
21 Defendant so as to deprive Plaintiff and the aggrieved employees of wages, and other methods to be
22 discovered.

23 29. In a short-sighted attempt to maximize profits, Defendant understaffs the facilities of
24 its clients. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
25 also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendant
26 has actual or constructive knowledge of this off-the-clock work and subtly condones it. Defendant
27 knows that Plaintiff and other aggrieved employees perform this work off-the-clock work as
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1 indicated based upon Defendant's failure to list the hours worked in the wage statements of Plaintiff
2 and the other aggrieved employees.

3 30. Defendant knowingly and willfully refuses to perform its obligations to compensate
4 Plaintiff and other aggrieved employees for all wages earned and all hours worked in violation of
5 California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

6 **Failure to Pay Minimum Wages**

7 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

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

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

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

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

24 **[Cal. Lab. Code § 204]**

25 34. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
26 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the
27 16th and 26th day of the month during which the labor was performed. California Labor Code § 204

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

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

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

12 **[Cal. Lab. Code §§ 201 - 203]**

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

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

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

25 39. During the statute of limitations period, Defendant has willfully failed to pay accrued
26 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
27 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
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1 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
2 under California law. In addition, because Defendant has failed and continues to fail to properly
3 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
4 wages, and compensation for non-compliant meal and rest breaks, Defendant has also willfully
5 failed and continues to fail to pay accrued wages and other compensation to Plaintiff and other
6 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

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

8 **[Cal. Lab. Code §§ 226(a); 248.2, § 7 of the Applicable IWC Wage Order]**

9 40. During the statute of limitations period, Defendant has routinely failed to provide
10 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements. To the
11 extent Defendant provides wage statements, Defendant's pay stubs violate Labor Code § 226 on their
12 face by, among other things, failing to set forth all hours worked by Plaintiff and the other aggrieved
13 employees, including but not limited to, regular and overtime hours. Derivatively, Defendant is not
14 providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks but
15 intentionally fails to include in their wage statements one (1) additional hour of compensation at their
16 regular rates of pay for each non-compliant meal period or rest break, and other California Labor Code
17 violations yet to be discovered. Finally, Defendant failed to comply California Labor Code §§ 248.1
18 et seq., 248.2, 248.6 by not itemizing the available hours of supplemental COVID-19 sick leave listed
19 on its wage statements and the amount of supplemental COVID-19 taken by the aggrieved employees.

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

23 42. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's
24 failure to provide timely and accurate itemized wage statements prevented them from discovering the
25 scope and extent of Defendant's violations of California wage and hour laws, prevented them from
26 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
27 wages earned, all applicable hourly rates in effect during each pay period and the corresponding
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1 number of hours worked at each hourly rate, the accurate rate of pay, and other violations yet to be
2 discovered.

3 **Failure to Maintain Required Records**

4 **[Cal. Lab. Code §§ 226(a), 248.2, 1174(d), 2810.5; § 7 of the Applicable IWC Wage Order]**

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

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

20 **[Cal. Lab. Code §§ 246, 248.1, 248.2, 248.6]**

21 44. Plaintiff is informed and believes, during the statute of limitations period, Defendant
22 failed to provide 80 hours of COVID-19 Supplemental Paid Sick Leave and compensate Aggrieved
23 Employees at their regular rate of pay for supplemental sick leave, i.e., their highest regular rate of
24 pay, taking into consideration non-discretionary bonuses, etc., in violation of California Labor Code
25 § 248.1(b)(3)(A).

26 45. Defendant also failed to provide COVID-19 Supplemental Sick Leave to Aggrieved
27 Employees in violation of California Labor Code § 248.1(b)(2)(D). Defendant also failed to accurately
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1 reflect any offset and/or the current amount of COVID-19 Supplemental Sick Leave available to
2 Aggrieved Employees on their wage statements pursuant to Labor Code §226, in violation of
3 California Labor Code §§ 248.1 et seq., 248.2, 248.6, and other related sections.

4 **Failure to Provide Suitable Resting Facilities**

5 **[§ 13(B) of the Applicable IWC Wage Order]**

6 46. IWC Wage Order No. 5-2001, § 13(B) provides: "Suitable resting facilities shall be
7 provided in an area separate from the toilet rooms and shall be available to employees during work
8 hours."

9 47. During the statute of limitations period, Defendant has routinely failed to provide
10 suitable resting facilities for aggrieved employees to rest and take their meal and rest periods during
11 working hours while working off-site at the clients of Employer. Plaintiff and the other aggrieved
12 employees are required to take their meal periods and rest periods, to the extent any are provided, on
13 the floor or while standing since resting facilities were not available to Plaintiff and the other
14 aggrieved employees.

15 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

16 **[Cal. Lab. Code § 2802]**

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

20 49. During the statute of limitations period, and in violation of Labor Code § 2802,
21 Defendant failed to indemnify Plaintiff and other aggrieved employees for all business expenses
22 and/or losses incurred in direct consequence of the discharge of their duties, including but not
23 limited to, expenses relating to clothing, shoes and cleaning supplies. Plaintiff and other aggrieved
24 employees were required to purchase uniform items such as protective glasses, clothing and safety
25 equipment.

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1 **FIRST CAUSE OF ACTION**

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

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

4 (On Behalf of Plaintiff against Defendant)

5 50. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 49.

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

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

15 53. A plaintiff has standing to represent all aggrieved employees for all of her asserted
16 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
17 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
18 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c)).
19 Here, Plaintiff was not provided with a legally compliant wage statement pursuant to Labor Code
20 §226 since Defendant failed to list the hours worked on its wage statements provided to Plaintiff, in
21 addition to the meal and rest period violations and other California Labor Code violations as alleged
22 herein.

23 54. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
24 penalties from Defendant in a representative action for the violations set forth above, including but
25 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 246248.1, 2510,
26 558, 512, 1174(d), 1194, 1197, and 1198.

27 55. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
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1 for Defendant's violations of California Labor Code provisions for which a civil penalty is
2 specifically provided, including but not limited to, the following:

- 3 a. Pursuant to California Labor Code § 210, for violations of California Labor
4 Code § 204, Defendant is subject to a civil penalty in the amount of one
5 hundred dollars (\$100) for the initial violation for each failure to pay each
6 employee, and two hundred dollars (\$200) per employee for violations in
7 subsequent pay periods.
- 8 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
9 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
10 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
11 period where a violation occurs and one thousand dollars (\$1,000) per
12 aggrieved employee for violations in subsequent pay periods.
- 13 c. Pursuant to California Labor Code § 558(a), "[a]ny employer or other person
14 acting on behalf of an employer who violates, or causes to be violated, a
15 section of this chapter or any provision regulating hours and days of work in
16 any order of the Industrial Welfare Commission," including California Labor
17 Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any
18 other penalty provided by law, of fifty dollars (\$50) for initial violations for
19 each underpaid employee for each pay period for which the employee was
20 underpaid and one hundred dollars (\$100) for each subsequent violation for
21 each underpaid employee for each pay period for which the employee was
22 underpaid.
- 23 d. Pursuant to California Labor Code § 1174.5, for violations of California Labor
24 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
25 (\$500).
- 26 e. Pursuant to California Labor Code § 1197.1, an employers who pays or causes
27 to be paid to any employee a wage less than the minimum fixed by an order of
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1 the commission, shall be subject to a civil penalty as follows: for any initial
2 violation that is intentionally committed, one hundred dollars (\$100) for each
3 underpaid employee for each pay period for which the employee is underpaid;
4 and for each subsequent violation of the same offense, two hundred fifty
5 dollars (\$250) for each underpaid employee for each pay period for which the
6 employee is underpaid regardless of whether the initial violation was
7 intentionally committed.

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

13 57. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
14 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
15 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
16 558, 1194, 1197, 1198 and 2810.5.

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

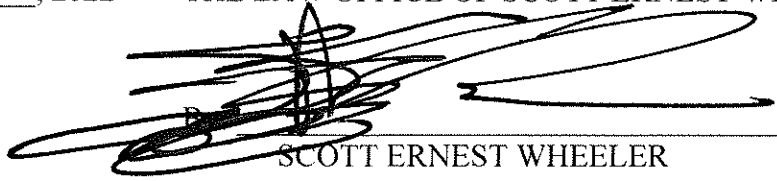
19 **PRAYER FOR RELIEF**

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

- 22 1. For civil penalties according to proof;
 - 23 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
24 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
25 attorneys' fees and costs; and
 - 26 3. For such further relief that the Court may deem just and proper.
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1 DATED: November 3, 2022

2 THE LAW OFFICE OF SCOTT ERNEST WHEELER

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4 SCOTT ERNEST WHEELER
5 JUSTIN A. WHEELER

6 *Attorneys for Plaintiff and the other Aggrieved*
7 *Employees*