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Superior Court of California
County of Fresno
By: C. York, Deputy

Attorneys for Plaintiff SOPHIA HERRERA
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

SOPHIA HERRERA, individually and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PRIDESTAFF INC., a California
Corporation; SUPPLIES NETWORK, a
Missouri Corporation; and DOES 1-50,
inclusive.

Defendants.

Case No. ~~22CECG04212~~
22CECG04217

REPRESENTATIVE COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Civil Penalties Under Private
Attorneys' General Act, Labor Code
Section 2698 *et seq.***

COMES NOW, Plaintiff SOPHIA HERRERA (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against Defendants PRIDESTAFF INC., a California Corporation; SUPPLIES NETWORK, INC., a Missouri Corporation; and DOES 1-50, inclusive (collectively “Defendants” or “Supplies”) as follows:

INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys’ General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of themselves and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. Plaintiff brings this action pursuant to the PAGA on a representative basis on behalf of all persons working directly or indirectly for Defendants as hourly paid, non-exempt employees in the State of California (the “Aggrieved Employees”) from one year prior to the filing of the PAGA notice to the conclusion of this action.

3. Plaintiff brings this action on behalf of herself and the Aggrieved Employees to recover civil penalties and address Defendants’ violations of the California Labor Code and the IWC Wage Orders.

4. Pursuant to *Huff v. Securitas Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state and not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Herrera has standing to pursue penalties on behalf of the state of violations affecting all the aggrieved employees working for Defendants, regardless of their classification, job title, or locations in California.

5. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Order. Defendants’ violations include: (1) failure to pay minimum wages; (2) failure to accurately pay overtime wages; (3) failure to timely pay wages owed upon separation from employment; (4) knowing and intentional failure to comply with itemized wage statement

1 provisions; an (5) failure to keep accurate records.

2 6. This action is timely because Plaintiff suffered from a violation or numerous
3 violations of the California Labor Code within one year of the date on which a PAGA notice was
4 sent to the LWDA via online submission. More than 65 days have passed, and no response has
5 been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute
6 and is permitted to proceed with this action in a representative capacity.

7 **JURISDICTION AND VENUE**

8 7. This Court has jurisdiction over this action pursuant to the California Constitution
9 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
10 those given by statute to other courts.

11 8. Further, there is no federal question at issue, as the issues herein are based solely on
12 California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of
13 Civil Procedure, the California Civil Code, and the California Business and Professions Code.

14 9. Venue is proper in this Court because one or more of the Defendants reside, transact
15 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or
16 omissions alleged herein took place in this County.

17 **PARTIES**

18 10. Defendant PrideStaff Inc., is a California Corporation, doing business in the state
19 of California. It is based at 7535 N Palm Avenue, Suite 101, Fresno, CA 93711.

20 11. Upon information and belief, PrideStaff is a staffing agency which employs Non-
21 Exempt Employees, like Plaintiff, throughout the State of California.

22 12. Defendant Supplies Network, Inc. is a Missouri Corporation with its headquarters
23 at 5 Research Park Dr. in St. Charles, Missouri 63304.

24 13. Upon information and belief, Plaintiff was employed by Defendants at a Supplies
25 Network, Inc. location at 3825 S. Willow Avenue, Fresno, CA 93725.

26 14. Plaintiff Sophia Herrera is and during the liability period has been, a resident of
27 Fresno County, California.

28 15. Plaintiff was employed in an hourly, non-exempt position by Defendants during the

1 relevant time period.

2 16. Plaintiff and the members of the aggrieved group were employed, directly or
3 indirectly, by Defendants as non-exempt employees in the State of California at Supplies Network
4 or Distribution Management in the State of California from one year prior to the filing of the PAGA
5 notice to the conclusion of this action.

6 17. Whenever in this complaint reference is made to any act, deed, or conduct of
7 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
8 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
9 actively engaged in the management, direction, control, or transaction of the ordinary business and
10 affairs of Defendants.

11 18. The true names and capacities of Defendants, whether individual, corporate,
12 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
13 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure
14 § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
15 capacities of the Defendants designated hereinafter as DOES when such identities become known.

16 19. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are
17 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
18 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
19 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
20 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
21 liability of the Defendants as alleged herein.

22 20. Plaintiff is further informed and believes, and thereon alleges, that at all times
23 material herein, each Defendant was completely dominated and controlled by its co-Defendants
24 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
25 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
26 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
27 Whenever and wherever reference is made to individuals who are not named as Defendants in this
28 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times

acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

21. During the relevant time frame, Defendants compensated Plaintiff and the Non-Exempt Employees based upon an hourly wage.

22. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

23. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-exempt position. She worked as customer service employee at Supplies Network and worked in distribution, shipping and receiving. She worked approximately 5 days per week, 40+ hours per week.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

25. All Aggrieved Employees are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

26. Plaintiff and the Aggrieved Employees were required to clock in at the beginning of their shifts and out at the end of their shifts. However, Plaintiff and the Aggrieved Employees were not paid for all hours worked because employees were required to work off the clock and their time punches were rounded.

27. Off the clock work included, but was not limited to, arriving at work and being forced to wait 5-12 minutes before clocking in, waiting outside the entrance to be let into the building before the start of the shift, and waiting in line to clock in. Such time constitutes hours worked and must be compensated.

28. Moreover, Defendants unlawfully rounded the hours worked by Plaintiff and the Aggrieved Employees such that they were not paid for all hours worked.

29. Further, Defendants engaged in time-shaving and changed employee time clock

1 records to deduct time from hours worked and underpay employees.

2 30. Upon information and belief, Defendants failed to incorporate all forms of non-
3 discretionary compensation into the regular rate for overtime, sick pay, and meal and rest period
4 premiums, including shift differentials and incentives.

5 31. Defendants also failed to provide accurate, lawful itemized wage statements to
6 Plaintiff and the Aggrieved Employees in part because of the above specified violations. Further,
7 Defendants failed to accurately indicate total hours worked on wage statements and failed to
8 identify the rates paid.

9 32. Defendants have also made it difficult to determine applicable rates of pay and
10 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
11 exempt Employees, including Plaintiff, during the liability period because they did not implement
12 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
13 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
14 211(c), California Labor Code section 226, and applicable California Wage Orders.

15 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
17 thereof for resignations without prior notice as the case may be) they had a duty to accurately
18 compensate Plaintiff and Aggrieved Employees for all wages owed including straight time and
19 overtime, and that Defendants had the financial ability to pay such compensation, but willfully,
20 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
21 violations.

22 34. Plaintiff and the Aggrieved Employees are covered by applicable California IWC
23 Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title
24 8, section 11000 *et seq.*

25 ***FAILURE TO PAY MINIMUM WAGES***

26 35. Plaintiff incorporates each and every allegation set forth in all of the foregoing
27 paragraphs as if fully set forth herein.

28 36. Labor Code section 204 establishes the fundamental right of all employees in the

1 State of California to be paid wages, including minimum wage, straight time, in a timely fashion
2 for their work.

3 37. Labor Code section 1194(a) provides that notwithstanding any agreement to work
4 for a lesser wage, any employee receiving less than the legal minimum wage compensation
5 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
6 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
7 attorney's fees, and costs of suit.

8 38. Labor Code section 1197 provides: The minimum wage for employees fixed by the
9 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
10 and the payment of a lower wage than the minimum so fixed is unlawful.

11 39. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
12 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
13 Wage Order(s).

14 40. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12
15 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
16 state law.

17 41. Labor Code section 2698 provides that any violation of Labor Code sections 1194(a)
18 and 1194.2(a) allows an employee who has not been paid the legal minimum wage as required by
19 Labor Code section 1197 to recover the civil penalties together with attorneys' fees and costs of
20 suit.

21 42. During all relevant periods, the California Labor Code and Wage Orders required
22 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due
23 for all hours worked.

24 43. The IWC Wage Orders define "hours worked" as "the time during which an
25 employee is subject to the control of an employer, and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so."

27 44. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours
28 for which they were not paid because Defendants frequently required Plaintiff and the Aggrieved

1 Employees to work off the clock, waiting outside the entrance to be let into the building before the
2 start of the shift, and waiting in line to clock in.

3 45. Moreover, Defendants unlawfully rounded the hours worked by Plaintiff and the
4 Aggrieved Employees and engaged in time-shaving, changing employee time clock records to
5 deduct time from hours worked and underpay employees.

6 46. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
7 Aggrieved Employees were working off the clock and that they should have been paid for this time.

8 47. Defendant's policy and practice of not paying all minimum wages violates
9 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
10 applicable Wage Order 7-2001 and 9-2001.

11 ***FAILURE TO PAY OVERTIME OWED***

12 48. Plaintiff incorporates each and every allegation set forth in all of the foregoing
13 paragraphs as if fully set forth herein.

14 49. During all relevant periods, Defendant required Plaintiff and the Aggrieved
15 Employees to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty
16 (40) hours per workweek.

17 50. During all relevant periods, both the California Labor Code sections 1194, 1197,
18 510, 1198, and the pertinent Wage Orders 7-2001 and 9-2001 required that all work performed by
19 an employee in excess of eight (8) hours in any workday, on the seventh day of work in any
20 workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half
21 (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1)
22 day is required to be compensated at the rate of no less than twice the regular rate of pay for an
23 employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a
24 workweek is required to be compensated at the rate of no less than twice the regular rate of pay of
25 an employee.

26 51. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
27 and the Aggrieved Employees to work in excess of eight (8) hours in a workday and/or in excess
28 of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5)

1 times their regular rate of pay. Upon information and belief, Defendants also failed to properly
2 compensate Plaintiff and the Aggrieved Employees for hours worked in excess of twelve (12) hours
3 in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

4 52. The IWC Wage Orders define “hours worked” as “the time during which an
5 employee is subject to the control of an employer, and includes all the time the employee is suffered
6 or permitted to work, whether or not required to do so.”

7 53. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours
8 for which they were not paid because Plaintiff and the Aggrieved Employees were required to work
9 off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess of
10 forty (40) hours in a workweek and should have been paid at the overtime rate.

11 54. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
12 Aggrieved Employees were working off the clock and that they should have been paid for this time.

13 55. In addition, upon information and belief, Defendants failed to incorporate all forms
14 of non-discretionary compensation into the regular rate, including shift differentials and incentives.

15 56. As a result, Defendants failed to pay Plaintiff and the Aggrieved Employees earned
16 overtime wages and violated the law.

17 57. Defendants knew or should have known Plaintiff and the Aggrieved Employees
18 were undercompensated as a result of these practices.

19 ***FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION***

20 58. Plaintiff incorporates by reference and realleges each and every allegation contained
21 above, as though fully set forth herein.

22 59. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
23 due within seventy-two (72) hours of separation of employment.

24 60. Section 203 of the Labor Code provides that if an employer willfully fails to timely
25 pay such wages the employer must, as a penalty, continue to pay the subject employee’s wages
26 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30
27 days of wages.

28 61. Plaintiff and Aggrieved Employees are entitled to compensation for all forms of

1 wages earned, including but not limited to minimum wages, overtime, sick pay, and premium meal
2 and rest period compensation, but to date have not received such compensation, therefore entitling
3 them to Labor Code § 203 penalties.

4 62. In addition, irrespective of any derivative violation, Defendants failed to timely pay
5 Plaintiff and, upon information and belief, other Aggrieved Employees earned compensation at the
6 time of termination despite their obligations under Labor Code 201 and 202.

7 63. More than thirty (30) days have passed since affected Aggrieved Employees have
8 left Defendants' employ, and on information and belief, they have not received payment pursuant
9 to Labor Code § 203.

10 64. Plaintiff and the Aggrieved Employees are thus entitled to 30 days' wages as
11 a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

12 ***KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED***
13 ***EMPLOYEE WAGE STATEMENT PROVISIONS***

14 65. Plaintiff repeats and incorporates herein by reference each and every allegation set
15 forth above, as though fully set forth herein.

16 66. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
17 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
18 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
19 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
20 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
21 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
22 the employee and only the last four digits of his or her social security number or an employee
23 identification number other than a social security number, (8) the name and address of the legal
24 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
25 and the corresponding number of hours worked at each hourly rate by the employee....".

26 67. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
27 accurate information with respect to each employee including the following: (3) Time records
28 showing when the employee begins and ends each work period. Meal periods, split shift intervals,

1 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
2 and applicable rates of pay....”

3 68. Labor Code section 1174 of the California also requires Defendants to maintain and
4 preserve, in a centralized location, among other items, records showing the names and addresses of
5 all employees employed and payroll records showing the hours worked daily by, and the wages
6 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
7 and intentionally failed to comply with Labor Code section 1174, including by implementing the
8 policies and procedures and committing the violations alleged in the preceding causes of action and
9 herein. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
10 Code section 1175.

11 69. Defendants have failed to record many of the items delineated in applicable
12 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
13 including by virtue of the fact that each wage statement which failed to accurately compensate
14 Plaintiff and Aggrieved Employees for all hours worked and for missed and non-provided meal and
15 rest periods, or which failed to include compensation for all minimum wages earned or overtime
16 hours worked, was an inaccurate wage statement. In addition, the wage statements inaccurately
17 stated total hours worked and hours worked at each hourly wage rate. They also failed to accurately
18 state the rates paid.

19 70. On information and belief, Defendants failed to implement and preserve a lawful
20 record-keeping method to record all non-provided meal and rest periods owed to employees or all
21 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
22 and applicable California Wage Orders. In order to determine if they had been paid the correct
23 amount and rate for all hours worked, Plaintiff and Aggrieved Employees have been, would have
24 been, and are compelled to try to discover the required information missing from their wage
25 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
26 the wage statements Defendants provided to them.

27 71. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
28 Wage Orders, Defendants did not and still do not furnish each of the members of the Aggrieved

1 Group with an accurate itemized statement in writing accurately reflecting all of the required
2 information. Here, Plaintiff asserts the Defendant omitted required information, failed to accurately
3 include all applicable hourly rates on the wage statements and the corresponding number of hours
4 worked at such rates or hours paid at such rates. In addition, Defendants have failed to provide
5 accurate itemized wage statements as a consequence of the above-specified violations for failure to
6 accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest
7 period premiums as required by law.

8 72. Moreover, upon information and belief, as a pattern and practice, in violation of
9 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
10 accurate records pertaining to the total hours worked for Defendants by the members of the
11 Aggrieved Group, including but not limited to, beginning and ending of each work period, meal
12 period and split shift interval, the total daily hours worked, and the total hours worked per pay
13 period and applicable rates of pay.

14 ***FAILURE TO KEEP ACCURATE RECORDS***

15 73. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 74. The IWC Wage Orders, Labor Code Sections 226(a), 1174, and 1174.5 require that
18 the Defendant keep accurate payroll and timekeeping information.

19 75. The IWC Wage Orders required in pertinent part: Every employer shall keep
20 accurate information with respect to each employee including the following: (3) Time records
21 showing when the employee begins and ends each work period. Meal Periods, split shift intervals,
22 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
23 and applicable rate of pay..."

24 76. Labor Code section 1174 also requires Defendants to maintain and preserve, in a
25 centralized location, among other items, records showing the names and addresses of all employees
26 employed and payroll records showing the hours worked daily by and the wages paid to, its
27 employees.

77. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor code section 1174, including by implementing the policies and procedures and committing the violations alleged above, including without limitation failing to keep records of meal periods and all wages earned at the proper rates.

78. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE

SECTION 2698 ET SEQ.

79. Plaintiff incorporates by reference each and every paragraph above, and realleges each and every allegation contained above as though fully set forth herein.

80. Plaintiff gave timely written notice by online submission to the LWDA and by certified mail to Defendants of Defendants' violations of numerous provisions of the California Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required by statute.

81. Plaintiff is an “aggrieved employee” as defined in Labor Code Section 2699(A), as she was employed by Defendants during the statutory period and suffered one or more of the Labor Code violations set forth herein. She seeks to recover of herself and all other current and former aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

82. 65 days have passed, and no response has been received from the LWDA. Accordingly, the LWAD has permitted Plaintiff to proceed in a representative capacity.

83. Plaintiff has exhausted all administrative procedures required of them under the Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing forward this cause of action.

84. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint.

1 85. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
3 4th 969. Class certification of the PAGA claims is not required.

4 86. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover
5 civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order
6 violations as set forth in this Complaint.

7 87. Specifically, Plaintiff, on behalf of herself and the Aggrieved Employees, seek
8 penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 9 a. Defendants' failure to comply with the requirement of Labor Code §1182.12,
10 1194, 1197, 1198, and Wage Orders to pay at least minimum wage for every
11 hour worked;
- 12 b. Defendants' failure to comply with the requirement of Labor Code §510, 1194,
13 1197, 1198, and Wage Orders to accurately pay all wages earned, including
14 overtime;
- 15 c. Defendants' failure to comply with the requirement of Labor Code §216 to pay
16 wages after demand was made;
- 17 d. Defendants' failure to comply with the requirement of Labor Code §§204 and
18 210 to pay, without condition and within the time set by the applicable article,
19 all wages, or parts thereof;
- 20 e. Defendants' failure to comply with the requirement of Labor Code §225.5 to
21 pay wages due;
- 22 f. Defendants' failure to comply with the requirement of Labor Code §§201 and
23 202 to pay wages due to former employees;
- 24 g. Defendants' failure to provide accurate compliant wage statements under Labor
25 Code section 226;
- 26 h. Defendants' failure to maintain required records in violation of Labor Code
27 §226, 1174, and Wage Orders;

1 88. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions for
2 which a civil penalty is specifically provided, including but not limited to the following:

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

1 the same offense, two hundred fifty dollars (\$250) for each underpaid employee for
2 each pay period for which the employee is underpaid regardless of whether the
3 initial violation was intentionally committed.

4 89. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under
5 Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of
6 the California Labor Code and IWC Wage Orders.

7 90. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to \$100
8 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions
9 of the California Labor Code.

10 91. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded
11 twenty-five percent (25%) of all penalties due under California Law, interest, attorneys' fees and
12 costs.

13 92. Under Labor Code §2699, the State of California should we awarded seventy-five
14 percent (75%) of the penalties due under California Law.

15
16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
18 follows:

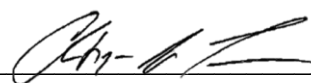
- 19 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the
20 violations specified above;
- 21 2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a) and
22 (f);
- 23 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California
24 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
25 judgment interest;
- 26 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§1194, 226,
27 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions
28 providing for attorneys' fees and costs; and

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5. For such other and further relief as the Court deems proper.

Respectfully submitted,

Dated: December 30, 2022



JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

Attorneys for SOPHIA HERRERA on behalf of
herself and all others similarly situated