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

IGNACIO CONTRERAS, individually, and  
on behalf of all other aggrieved employees,

Plaintiff,

v.

PARTNERS PERSONNEL –  
MANAGEMENT SERVICES, LLC, a  
Delaware limited liability company; 220  
LABORATORIES, LLC, a California limited  
liability company; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO.: **CVRI 2205626**

**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 Ignacio Contreras, individually and on behalf of all  
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour  
3 laws by his employers Partners Personnel – Management Services, LLC ("PP-MS" individually),  
4 and 220 Laboratories, LLC ("220 Laboratories, individually and collectively as "Defendants").  
5 Plaintiff makes the following allegations on information and belief, except as to allegations  
6 pertaining to Plaintiff individually, which are based on his personal knowledge.

### 7 INTRODUCTION

8 1. PP-MS is a staffing company which provides temporary employees to businesses  
9 such as 220 Laboratories to satisfy short-and long-term staffing needs. PP-MS is a private, for-profit  
10 staffing business.

11 2. 220 Laboratories manufactures hair, skin, and body products, and aerosol  
12 formulations for personal care applications.

13 3. As private, for-profit businesses, Defendants implemented common policies and  
14 practices that have resulted in systemic violations of California's wage and hour laws. Defendants  
15 have failed to implement adequate practices to protect the rights of their employees, particularly in  
16 light of the nature of their businesses, which is to maximize profits.

17 4. Defendants attempt to maximize profits by among other methods, understaffing their  
18 facilities resulting in systematic meal and rest period violations.

19 5. As a result of systematic policies and procedures, Defendants have violated  
20 California's wage and hour laws promulgated in the California Labor Code and all applicable  
21 Industrial Welfare Commission ("IWC") Wage Orders. For example, Defendants have implemented  
22 unlawful written policies with respect to meal and rest breaks. Defendants also require its non-  
23 exempt employees, who are informed that the needs of the businesses take top priority, to work  
24 through meal and rest breaks, and to take untimely meal periods. Plaintiff and the other aggrieved  
25 employees were not allowed to take meal periods unless they worked six (6) hours or more.  
26 Moreover, Plaintiff and other aggrieved employees are not always afforded full thirty (30) minute  
27 meal periods and are often under pressure to return to work early since they are too busy to complete  
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1 their assigned work during scheduled shifts. As a result, Plaintiff and other aggrieved employees  
2 have been denied the ability to take the meal and rest breaks that they were and are legally entitled to  
3 take.

4 6. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved  
5 employees proper overtime wages due the fact that they improperly calculate the regular rate of pay,  
6 and willfully turn a blind eye to off-the-clock work that Plaintiff and other non-exempt employees  
7 perform as a direct consequence of Defendants' understaffing and imposition of an unreasonable  
8 workload.

9 7. This case involves all non-exempt employees of Defendants who have worked for  
10 Defendants in the State of California during the applicable limitations period ("Statute of Limitations  
11 Period"). Hereinafter, these employees are referred to as "Aggrieved Employees."

12 8. Plaintiffs seek to recover penalties for the Labor and Workforce Development  
13 Agency ("LWDA"), on behalf of themselves and all other similarly situated Aggrieved Employees  
14 under the Private Attorneys General Act ("PAGA") as a result of Defendants' systematic violations  
15 of the law.

#### 16 **JURISDICTION AND VENUE**

17 9. The Superior Court of the State of California has jurisdiction in this matter because  
18 Plaintiff is a citizen and resident of the State of California, and Defendants regularly conduct  
19 business in, the State of California.

20 10. Venue is proper in this judicial district and the County of Riverside, California  
21 because Defendants' violations of the California Labor Code occurred in the County of Riverside  
22 and many of Defendants' unlawful actions and omissions, as set alleged herein, occurred in the  
23 County of Riverside.

24 11. Defendants employed Plaintiff and other aggrieved employees within the State of  
25 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved  
26 employees.

27 12. The State of California, County of Riverside, has jurisdiction in this matter because  
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1 the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual  
2 jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold  
3 for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues  
4 herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders,  
5 Code of Civil Procedure and Rules of Court. Thus, the State of California, Riverside County  
6 Superior Court maintains the appropriate jurisdiction to hear this matter.

7 **THE PARTIES**

8 13. During the statute of limitations period, Plaintiff was employed by Defendants and  
9 assigned at Defendants' customers locations.

10 14. Plaintiff is informed and believes, and thereon alleges, that PP-MS, and at all times  
11 relevant hereto was, a limited liability company organized and existing under the laws of the State of  
12 Delaware and licensed to do business in the State of California during a portion of or all of the  
13 Statute of Limitations period.

14 15. Plaintiff is informed and believes, and thereon alleges, 220 Laboratories is, and at all  
15 times relevant hereto was, a company organized and existing under the laws of the State of  
16 California and licensed to do business in the State of California during a portion of or all of the  
17 Statute of Limitations period.

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

25 17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
26 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
27 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
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1 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the  
2 employer and/or joint employer of Plaintiff and the other aggrieved employees.

3 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
4 acted in all respects as the agent, servant, partner, joint venture, integrated enterprise, employee,  
5 proxy, Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned  
6 below was acting, at least in part, within the course and scope of that authority as such agent, proxy,  
7 servant, partner, joint venture, employee, managing agent, and/or principal with the permission and  
8 consent of the above co-Defendants. Plaintiff also alleges that the acts of each Defendant are legally  
9 attributable to the other Defendants.

10 19. Plaintiff is informed and believes, and based thereon alleges, that each of the  
11 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint  
12 venture, alter-ego, employee, proxy, managing agent, successors, and/or principal of the remaining  
13 Defendants, and was acting, at least in part, within the course and scope of such employment and  
14 agency, with the express and implied permission, consent and knowledge, approval and/or  
15 ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors,  
16 aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts  
17 described herein.

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

21 **NOTICE PURSUANT TO CALIFORNIA LABOR CODE §2810.3(d)**

22 21. On October 13, 2022, Plaintiff provided Defendants with notice pursuant to California  
23 Labor Code §2810.3(d) and Plaintiff's intent to file suit based upon the alleged violations of the  
24 California Labor Code. In particular, Plaintiff notified 220 Laboratories that in the event liability is  
25 determined against Defendant PP-MS, Defendant 220 Laboratories Lab shall share any and all civil  
26 responsibility and civil liability for all workers supplied by Defendant PP-MS to Defendant 220  
27 Laboratories, based upon the failure to pay wages.

1           22.     More than thirty (30) days has expired since notice pursuant to Labor Code §2810.3(d)  
2 and the alleged violations was provided to Defendants prior to filing this suit.

3                           **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

4           23.     Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),  
5 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of himself and all other  
6 aggrieved employees, e.g., current and former non-exempt employees of Defendants who are  
7 California citizens and performed work for Defendants in the State of California at any time within  
8 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise  
9 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment  
10 ("statute of limitations period").

11           24.     On October 13, 2022, Plaintiff gave written notice by certified mail pursuant to  
12 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency  
13 ("LWDA") and Defendants, of the specific provisions of the California Labor Code and IWC Wage  
14 Order alleged to have been violated, including the facts and theories to support the alleged  
15 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more  
16 than sixty-five (65) days from postmark date of his written notice before filing this action, Plaintiff  
17 has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence  
18 a representative action under PAGA.

19                           **FACTUAL ALLEGATIONS**

20                           **Failure to Provide Required Meal Periods**

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

22           25.     During the statute of limitations period, as part of Defendants' illegal policies and  
23 practices to minimize labor costs and maximize corporate profits, Defendants have required,  
24 permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal  
25 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants  
26 have otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as  
27 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

1           26. Defendants have implemented several practices that have caused Plaintiff and  
2 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.  
3 Defendants systematically understaff their client locations such that its non-exempt employees are  
4 given so much work to complete that they regularly miss or take non-compliant meal periods. As a  
5 direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work to  
6 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to  
7 take them after working longer than five (5) hours, to perform work during their meal periods, or  
8 return to work after taking less than a thirty (30) minute meal period. Defendants also did not  
9 properly notify their non-exempt employees of their rights under California law to take timely,  
10 uninterrupted meal periods (including the right to second meal periods during shifts of longer than  
11 ten (10) hours), and thus, aggrieved employees like Plaintiff were left in the dark as to when or for  
12 how long they could take their meal periods.

13           27. Further, Defendants' policy is to not inform Plaintiff and aggrieved employees that  
14 they are able to take meal periods before the fifth hour of work. This policy, combined with an  
15 unreasonable workload, results in systematic late meal periods taken by Plaintiff and aggrieved  
16 employees.

17           28. Defendant failed to implement a policy to provide second meal periods when Plaintiff  
18 and aggrieved employees work shifts longer than ten hours. This is in direct contravention of  
19 California law. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041 ("We  
20 conclude that, absent waiver, section 512 requires a first meal period no later than the end of an  
21 employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th  
22 hour of work.")

23           29. Moreover, there are also frequently occasions when Plaintiff and aggrieved  
24 employees need to perform other duties immediately before the time during which they are legally  
25 entitled to take a meal period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees  
26 cannot simply drop their job duties to take a meal period. Consequently, Plaintiff and aggrieved  
27 employees regularly miss meal periods, take late meal periods, return early from meal periods, and  
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1 even clock out for meal periods but continue working.

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

9                   **Failure to Provide Required Rest Breaks**

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

11       31. During the statute of limitations period, as part of Defendants' illegal policies and  
12 practices to minimize labor costs and maximize corporate profits, Defendants have failed to  
13 authorize and permit Plaintiff and other aggrieved employees to take rest breaks as required under  
14 California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

15       32. The same common policies and practices that deprive Plaintiff and other aggrieved  
16 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to  
17 take their first and second and third rest breaks. As alleged herein, Defendants understaff their client  
18 facilities which creates so much work for Plaintiff and other aggrieved employees that they are  
19 frequently unable to take rest breaks.

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

25                   **Failure to Pay Overtime Wages**

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

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

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

18 36. In a short-sighted attempt to maximize profits, Defendant 220 Laboratories  
19 understaffs its facilities resulting in California Labor Code violations. Not only has this practice  
20 resulted in widespread missed meal and rest breaks, but it has also caused Plaintiff and other  
21 aggrieved employees to perform work while off-the-clock. Defendants have actual or constructive  
22 knowledge of this off-the-clock work and subtly condones it. Plaintiff and other aggrieved  
23 employees routinely arrive to work early to check so that they are prepared and ready to begin  
24 performing their duties promptly at the start of their shifts, as they must be pursuant to Defendants'  
25 requirements. Defendants know that Plaintiff and other aggrieved employees perform this work off-  
26 the-clock work.

27 37. Defendants have knowingly and willfully refused to perform their obligations to  
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1 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in  
2 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

3 **Failure to Pay Minimum Wages**

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

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

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

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

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

24 **[Cal. Lab. Code § 204]**

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

6 42. During the statute of limitations period, Defendants have knowingly and willfully  
7 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the  
8 next 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 43. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to  
14 pay 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 44. Furthermore, pursuant to California Labor Code § 202, Defendants are required to  
18 pay 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 45. 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 employer 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 46. During the statute of limitations period, Defendants have willfully failed to pay  
26 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance  
27 with California Labor Code §§ 201 and 202. Defendants do 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 Defendants have failed and continue 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, Defendants have also willfully  
5 failed and continue 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); and § 7 of the Applicable IWC Wage Order]**

9 47. During the statute of limitations period, Defendants have routinely failed to provide  
10 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.  
11 Defendants' pay stubs violate Labor Code § 226 on their face by, among other things, failing to state  
12 the name and address of the legal entity that was Plaintiff's and aggrieved employees' employers.  
13 Derivatively, Defendants were and are not providing Plaintiff and other aggrieved employees with  
14 proper meal periods and rest breaks but intentionally fail to include in their wage statements one (1)  
15 additional hour of compensation at their regular rates of pay for each non-compliant meal periods or  
16 rest breaks, and other California Labor Code violations yet to be discovered.

17 48. In order to conceal its wage theft, Defendants knowingly and intentionally failed to  
18 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements  
19 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

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

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

2                                **[Cal. Lab. Code § 2802]**

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

6            54.        During the Statute of Limitations period, and in violation of Labor Code § 2802,  
7 Defendants failed to indemnify Plaintiff and other aggrieved employees for all business expenses and/or  
8 losses incurred in direct consequence of the discharge of their duties, including but not limited to,  
9 expenses for their uniforms and uniform maintenance. Plaintiff and other aggrieved employees were also  
10 required to use their personal cellular phones for work related purposes without receiving reimbursement  
11 from Defendants.

12                                **Failure to Provide Suitable Seating**

13            55.        IWC Wage Order No. 1-2001, § 14 provides:

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

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

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

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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 Defendants)

5 57. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
6 allegations in paragraphs 1 through 56.

7 58. 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 Defendants pursuant to the procedures specified in Labor Code §  
10 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged California  
11 Labor Code violations was committed against Plaintiff during the statute of limitations period.

12 59. 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 60. A plaintiff has standing to represent all aggrieved employees for all of his 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 the legal name and address of the employer was not provided on Defendants wage  
21 statements.

22 61. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil  
23 penalties from Defendants in a representative action for the violations set forth above, including but  
24 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 558,  
25 1174(d), 1194, 1197, 1198 and 2802.

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

- a. Pursuant to California Labor Code § 210, for violations of California Labor Code § 204, Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee, and two hundred dollars (\$200) per employee for violations in subsequent pay periods.
- b. Pursuant to California Labor Code § 226.3, for violations of California Labor Code § 226(a), Defendants are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay periods.
- c. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).
- d. Pursuant to California Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

63. California Labor Code § 2699(f) provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: 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

1 subsequent violation.

2 64. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)  
3 for Defendants' violations of California Labor Code provisions for which a civil penalty is not  
4 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,  
5 1194, 1197, and 1198.

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

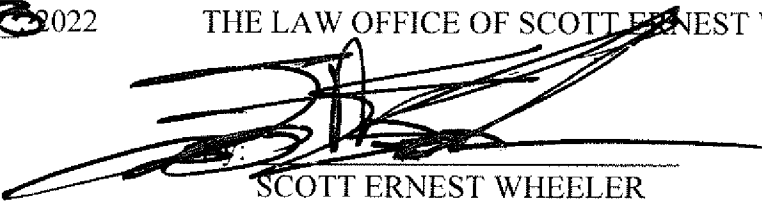
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays  
10 for relief against Defendants, as follows:

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

16 DATED: December 8, 2022

THE LAW OFFICE OF SCOTT ERNEST WHEELER

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19 SCOTT ERNEST WHEELER  
JUSTIN A. WHEELER

20 *Attorneys for Plaintiff and the other Aggrieved*  
21 *Employees*  
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