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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

EDUARDO MURILLO, on behalf of the State of
California, and Aggrieved Employees,

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC d/b/a MR.
COOPER; and DOES 1-100, inclusive,

Defendants.

Case No.: 23STCV02711

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

1 Plaintiff Eduardo Murillo, on behalf of the State of California and Aggrieved Employees
2 (“Plaintiff”), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action against Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper (“Defendant”) on behalf of the
6 State of California to collect statutory penalties as a result of Defendant’s systematic violations of
7 California labor law with respect to Defendant’s current and former non-exempt employees in
8 California (the “Aggrieved Employees”).

9 2. Plaintiff and the Aggrieved Employees are current and former non-exempt employees
10 who have worked for Defendant in California.¹

11 3. Upon information and belief, Defendant is a mortgage loan origination and servicing
12 company. Upon information and belief, Defendant’s employees originate, process, and/or service
13 loans, and perform related duties and tasks.

14 4. Plaintiff challenges Defendant’s policies and practices of (1) failing to provide or make
15 available to Plaintiff and Aggrieved Employees the compliant meal periods which they are entitled
16 by law, and failing to make premium payments for those non-compliant meal periods; (2) failing to
17 authorize and permit Plaintiff and Aggrieved Employees to take rest breaks which they are entitled
18 by law, and failing to make premium payments for those non-compliant rest breaks; (3) failing to
19 compensate Plaintiff and the Aggrieved Employees for all hours worked; (4) failing to pay Plaintiff
20 and Aggrieved Employees all minimum wages owed; (5) failing to pay Plaintiff and Aggrieved
21 Employees overtime wages; (6) failing to reimburse Plaintiff and Aggrieved Employees for necessary
22 business expenditures; (7) failing to provide Plaintiff and Aggrieved Employees accurate, itemized
23 wage statements; and (8) failing to timely pay Plaintiff and Aggrieved Employees full wages earned
24 during employment and upon termination or resignation.

25 5. Defendant regularly fails to provide Plaintiff and Aggrieved Employees with timely,
26 legally compliant meal and rest breaks, yet Defendant does not provide Plaintiff and Aggrieved

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

1 Employees with premium pay for missed, late, on-duty, and/or interrupted meal periods and rest
2 breaks. Plaintiff and Aggrieved Employees are routinely denied compliant meal periods and rest
3 breaks because (i) Defendant does not authorize and permit full, timely meal periods and rest breaks
4 for Plaintiff and Aggrieved Employees; (ii) Plaintiff and Aggrieved Employees are often too busy
5 with work during the workday to have time to take bona fide meal periods and rest breaks; and (iii)
6 Plaintiff and Aggrieved Employees must remain on duty and regularly endure meal periods and rest
7 breaks that are interrupted by work activities. Indeed, Plaintiff and the Aggrieved Employees routinely
8 work through their meal periods and/or rest breaks. When Plaintiff and Aggrieved Employees attempt
9 to take meal periods and rest breaks, they are untimely, interrupted, too short, and/or on-duty.

10 6. Defendant maintains a policy and/or practice of failing to properly compensate Plaintiff
11 and Aggrieved Employees for work-related tasks performed while “off-the-clock,” including but not
12 limited to work performed while clocked out for meal periods, regular work activities performed after
13 clocking out at the end of the shift, and work related calls during unpaid hours.

14 7. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been
15 denied proper payment for all hours worked, including overtime and minimum wages, for the time
16 spent working off-the-clock. As Plaintiff and Aggrieved Employees regularly work in excess of eight
17 hours per day and forty hours per week, a substantial amount of this off-the-clock work should be
18 compensated at overtime rates. However, Defendants fail to pay for this work time, including the
19 required overtime premiums, in violation of the California Labor Code. Furthermore, upon
20 information and belief, Defendant does not properly pay overtime wages when due even when
21 recorded by the employee in Defendant’s timekeeping system.

22 8. Further, Defendant requires Plaintiff and Aggrieved Employees to utilize their personal
23 cell phones and personal vehicles for work purposes, yet Defendant does not reimburse or compensate
24 Plaintiff and Aggrieved Employees for business related expenses incurred for the benefit of
25 Defendant.

26 9. As a result of the above violations, Defendant fails to provide Plaintiff and Aggrieved
27 Employees with accurate, itemized wage statements. Defendant has also fails to pay all wages due
28

1 during employment and upon separation, when Aggrieved Employees, like Plaintiff, voluntarily or
2 involuntarily terminate their employment with Defendant.

3 10. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
4 attorneys' fees and costs for these violations pursuant to Sections 2699(a) and (f) of the PAGA.

5 **PARTIES**

6 11. Plaintiff and the Aggrieved Employees are current and former non-exempt employees
7 for Defendant in California. Defendant employs and/or employed Plaintiff and the Aggrieved
8 Employees.

9 12. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
10 Complaint was a resident of the State of California.

11 13. Plaintiff was employed by Defendant as a non-exempt Mortgage Loan Processor from
12 approximately March 2021 to August 18, 2022. Plaintiff worked remotely for Defendant's Santa Ana
13 office, typically from the Los Angeles area.

14 14. Defendant is a Delaware limited liability company with its principal address at 8950
15 Cypress Waters Blvd., Coppell, TX 75019, and its mailing address at P.O. Box 619089, Dallas, TX
16 75261. Defendant is registered with the Secretary of State of the State of California and its registered
17 agent for service of process is "Corporation Service Company which will do business in California as
18 CSC - Lawyers Incorporating Service," 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833.

19 15. Defendant described the type of business as "mortgage loan originating and servicing"
20 in its March 31, 2021 Statement of Information filed with the Secretary of State of the State of
21 California.

22 16. Plaintiff is informed, believes, and thereon alleges that Defendant operates one or more
23 facilities in Orange County, California, and employs non-exempt employees throughout California,
24 including in Los Angeles County.

25 17. The true names and capacities, whether individual, corporate, associate, or otherwise,
26 of Does 1-100, inclusive, are unknown to Plaintiff, who therefore sues the Doe Defendants by
27 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously

1 named Defendants is responsible in some manner for the occurrences and violations as herein alleged.
2 Plaintiff will amend this Complaint to show their true names and capacities when they have been
3 ascertained.

4 18. Defendant and Does 1-100 (collectively, “Defendants”) are liable for the civil penalties
5 sought by this Complaint.

6 19. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
7 and omissions alleged herein were performed by, and/or attributable to, Defendants, each acting as
8 agents and/or employees, and/or under the direction and control of the other, and that said acts and
9 failures to act were within the course and scope of said agency, employment and/or direction and
10 control.

11 20. Plaintiff is informed, believes, and thereon alleges that each and all of the acts and
12 omissions alleged herein were performed by, or are attributable to, Defendants, acting as the agent or
13 alter ego for the other, with legal authority to act on the other’s behalf. Plaintiff is informed, believes,
14 and thereon alleges, the acts of any and all Defendants were in accordance with, and represent, the
15 official policy of Defendants.

16 21. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants,
17 acted within the scope of such agency or employment, or ratified each and every act or omission
18 complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts
19 and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

20 22. Plaintiff is informed, believes, and thereon alleges that each of said Defendants are in
21 some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences,
22 and transactions alleged herein.

23 23. Plaintiff is informed, believes, and thereon alleges that, at all relevant times, Defendants
24 have done business under the laws of California, have had places of business in California, and have
25 employed Plaintiff and Aggrieved Employees in this judicial district. Defendants are “persons” as
26 defined in Labor Code § 18 and Business and Professions Code § 17201. Defendants are also
27 “employers” as that term is used in the Labor Code and IWC Wage Order.

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1 their paid shifts and take work-related calls during unpaid hours. Plaintiff is informed, believes, and
2 thereon alleges that this activity occurs with the awareness of Defendants' managers and/or
3 supervisors and that Defendants require, suffer, and/or permit Plaintiff and Aggrieved Employees to
4 perform such off-the-clock work.

5 31. This off-the-clock time spent on work activities goes unrecorded and uncompensated.
6 Plaintiff and Aggrieved Employees are subject to Defendants' control during such time.

7 32. Such time regularly should be compensated as overtime (or double time) because it
8 occurs on days where the employee works over eight hours per day and/or weeks where the employee
9 works over 40 hours per week.

10 33. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
11 denied compensation for all hours worked, minimum wage, and/or overtime. Furthermore, upon
12 information and belief, Defendants do not properly pay overtime wages when due even when recorded
13 by the employee in Defendants' timekeeping system.

14 34. Defendants regularly fail to provide and/or make available compliant meal periods and
15 rest breaks to Plaintiff and Aggrieved Employees. Defendants' policies, practices, and procedures
16 routinely prevent Plaintiff and Aggrieved Employees from taking timely meal periods and rest breaks.
17 Meal periods and rest breaks are often skipped altogether, but even when Plaintiff and Aggrieved
18 Employees take some form of meal period and/or rest break, they are regularly on-duty, subject to
19 interruption, and in fact interrupted. Defendants do not provide the requisite premium payments for
20 missed and non-compliant meal periods and/or rest breaks.

21 35. When Plaintiff and Aggrieved Employees work shifts of more than ten hours,
22 Defendants fail to provide and/or make available a compliant second meal period to Plaintiff and
23 Aggrieved Employees. Defendants do not provide the requisite premium payments for missed and
24 non-compliant second meal periods.

25 36. Defendant regularly required Plaintiff and Aggrieved Employees to routinely use their
26 personal cell phone and their personal vehicle to successfully complete job duties. Plaintiff and
27 Aggrieved Employees were never properly reimbursed by Defendants for the expenses they

1 necessarily incurred in the discharge of their job duties during the relevant statutory period.

2 37. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
3 common timekeeping and compensation policies, practices, protocols, and/or procedures with respect
4 to Plaintiff and Aggrieved Employees throughout California.

5 38. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
6 common policies, practices, protocols, and/or procedures that result in off-the-clock work, missed and
7 non-compliant meal periods and rest breaks, and unreimbursed expenditures with respect to Plaintiff
8 and Aggrieved Employees throughout California.

9 39. Defendants' common course of wage-and-hour abuse includes routinely failing to
10 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.
11 Defendants have failed to record hours that Plaintiff and Aggrieved Employees worked off-the-clock,
12 failed to record non-compliant meal periods and rest breaks and time worked during such periods,
13 and failed to record out-of-pocket business expenditures incurred by Plaintiff and Aggrieved
14 Employees.

15 40. As a result of the aforementioned violations, Plaintiff and Aggrieved Employees are
16 provided with untrue and inaccurate wage statements as such statements do not include all hours
17 worked, including but not limited to payment for all hours worked, minimum wages, and overtime,
18 and premium pay for missed and/or non-compliant meal periods and/or rest breaks.

19 41. Additionally, Plaintiff and Aggrieved Employees did not receive all wages during
20 employment and following separation from employment, including payment for hours spent working
21 off-the-clock and during meal periods, as well as premium payments for noncompliant meal periods,
22 rest breaks, and missed second meal periods.

23 42. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should have
24 known that their policies and practices deprive Plaintiff and Aggrieved Employees of substantial
25 compensation, including but not limited to pay for all hours worked, overtime compensation, and
26 minimum wages, and that Plaintiff and Aggrieved Employees do not receive legally compliant meal
27 and rest periods. Plaintiff is informed, believes, and thereon alleges that Defendants are further aware

1 that Plaintiff and Aggrieved Employees expend personal funds for business related expenses and
2 activities yet are not reimbursed. Thus, Defendants' denial of wages, compliant meal and rest periods,
3 and reimbursement of business expenditures to Plaintiff and Aggrieved Employees is and/or was
4 deliberate and willful.

5 43. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
6 has been widespread, repeated, and consistent as to the Aggrieved Employees and throughout
7 Defendants' operations in California.

8 44. Defendant's conduct was willful, carried out in bad faith, and triggers significant civil
9 penalties in an amount to be determined at trial.

10 **FIRST CAUSE OF ACTION**
11 **Penalties Pursuant to Labor Code § 2699(a)**
(Against All Defendants On Behalf of the State of California)

12 45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 46. Labor Code § 2699(a) provides:

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

23 47. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and
24 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he
25 or she quits, at the latest.

26 48. Labor Code § 203 provides, in relevant part:

27 If an employer willfully fails to pay, without abatement or reduction,
28 in accordance with Sections 201, 201.5, 202, and 205.5, any wages
of an employee who is discharged or who quits, the wages of the
employees shall continue as a penalty from the due date thereof at
the same rate paid or until an action therefor is commenced; but the
wages shall not continue for more than 30 days.

49. Labor Code § 256 provides: "The Labor Commissioner shall impose a civil penalty in

1 an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

2 50. Labor Code § 225.5 provides that every person who unlawfully withholds wages due
3 any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty of
4 \$100 for any initial violation for each failure to pay each employee and \$200 for each subsequent
5 violation, or any willful or intentional violation, for each failure to pay each employee.

6 51. Labor Code § 226(a) provides:

7 Every employer shall, semimonthly or at the time of each payment
8 of wages, furnish each of his or her employees, either as a detachable
9 part of the check, draft, or voucher paying the employee's wages, or
10 separately when wages are paid by personal check or cash, an
11 accurate itemized statement in writing showing (1) gross wages
12 earned, (2) total hours worked by the employee, except for any
13 employee whose compensation is solely based on a salary and who
14 is exempt from payment of overtime under subdivision (a) of
15 Section 515 or any applicable order of the Industrial Welfare
16 Commission, (3) the number of piece-rate units earned and any
17 applicable piece rate if the employee is paid on a piece-rate basis,
18 (4) all deductions, provided that all deductions made on written
19 orders of the employee may be aggregated and shown as one item,
20 (5) net wages earned, (6) the inclusive dates of the period for which
21 the employee is paid, (7) the name of the employee and his or her
22 social security number, (8) the name and address of the legal entity
23 that is the employer, and (9) all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours
25 worked at each hourly rate by the employee. The deductions made
26 from payments of wages shall be recorded in ink or other indelible
27 form, properly dated, showing the month, day, and year, and a copy
28 of the statement or a record of the deductions shall be kept on file
by the employer for at least four years at the place of employment
or at a central location within the State of California.

52. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be
subject to a civil penalty in the amount of two hundred fifty dollars
(\$250) per employee per violation in an initial citation and one
thousand dollars (\$1,000) per employee for each violation in a
subsequent citation, for which the employer fails to provide the
employee a wage deduction statement or fails to keep the records
required in subdivision (a) of Section 226. The civil penalties
provided for in this section are in addition to any other penalty
provided by law.

1 53. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
2 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees
3 in compliance with Labor Code §§ 201-202.

4 54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
5 Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
6 statement in compliance with Labor Code § 226(a).

7 55. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each violation
8 by Defendants of Labor Code § 225.5, 226.3, 256, and any other violation alleged herein that carries
9 penalties under Labor Code § 2699(a).

10 56. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
11 Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. More
12 than sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the
13 administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

14 57. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
15 Employees, and himself as set forth in Labor Code § 2699.

16 58. Defendants are liable to Plaintiff, the Aggrieved Employees, and the State of California
17 for civil penalties as set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
18 award of attorneys’ fees and costs as set forth below.

19 59. Wherefore, Plaintiff requests relief as hereinafter provided.

20 **SECOND CAUSE OF ACTION**
21 **Penalties Pursuant to Labor Code § 2699(f)**
22 **(Against All Defendants On Behalf of the State of California)**

23 60. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
24 herein.

25 61. Labor Code § 2699(f) provides:

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

1 employee per pay period for the initial violation and two hundred
2 dollars (\$200) for each aggrieved employee per pay period for each
3 subsequent violation.

4 62. Labor Code § 200 defines wages as “all amounts for labor performed by employees of
5 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
6 commission basis or method of calculation.”

7 63. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any
8 employment are due and payable twice during each calendar month....”

9 64. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
10 employee is subject to the control of an employer and includes all the time the employee is suffered
11 or permitted to work, whether or not required to do so.”

12 65. Labor Code § 1198 makes it unlawful for employers to employ employees under
13 conditions that violate the Wage Order.

14 66. Labor Code § 510 provides, in relevant part:

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

28 67. Labor Code § 1182.12 provides, in relevant part:

(a) Notwithstanding any other provision of this part, on and after July 1, 2014, the
minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and
on and after January 1, 2016, the minimum wage for all industries shall be not less
than ten dollars (\$10) per hour.

(b) Notwithstanding subdivision (a), the minimum wage for all industries shall not
be less than the amounts set forth in this subdivision, except when the scheduled
increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).
(1) For any employer who employs 26 or more employees, the minimum wage shall
be as follows:

...

(D) From January 1, 2020, to December 31, 2020, inclusive, —thirteen dollars (\$13) per hour.

(E) From January 1, 2021, to December 31, 2021, inclusive, —fourteen dollars (\$14) per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(2) For any employer who employs 25 or fewer employees, the minimum wage shall be as follows:

...

(C) From January 1, 2020, to December 31, 2020, inclusive, —twelve dollars (\$12) per hour.

(D) From January 1, 2021, to December 31, 2021, inclusive, —thirteen dollars (\$13) per hour.

(E) From January 1, 2022, to December 31, 2022, inclusive, —fourteen dollars (\$14) per hour.

(F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(3) For purposes of this subdivision, “employer” means any person who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person. For purposes of this subdivision, “employer” includes the state, political subdivisions of the state, and municipalities.

68. Labor Code § 1197 provides:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

69. Labor Code § 1197.1 provides in relevant part:

(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) 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. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific 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 is intentionally

committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

70. Labor Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

71. Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to authorize, permit, and/or make available timely and compliant meal and rest periods to their employees. Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an employee for more than five hours without providing and/or making available a meal period of not less than thirty minutes, and from employing an employee more than ten hours per day without providing and/or making available a second meal period of not less than thirty minutes. Section 226.7 and IWC Wage Order 4-2001 also require employers to authorize and permit employees to take ten minutes of net rest time per four hours, or major fraction thereof of work, and to pay employees their full wages during those rest periods. Unless the employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period, the employee is considered "on duty" and the meal or rest period is counted as time worked under the applicable Wage Order.

72. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.

73. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, Labor Code § 510, 1182.12, 1194, 1197, 1198, 204, 226.7, 512, 2802, IWC Wage Order

1 4-2001, and any other violation alleged herein that does not carry penalties under Labor Code §
2 2699(f).

3 74. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with
4 notice of his intention to file this claim. More than sixty-five calendar days have passed without
5 notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil
6 action in compliance with § 2699.3(a).

7 75. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
8 Employees, and himself as set forth in Labor Code § 2699(g)(1).

9 76. Defendants are liable to Plaintiff, the Aggrieved Employees, and the State of California
10 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
11 award of attorneys' fees and costs as set forth below.

12 77. Wherefore, Plaintiff requests relief as hereinafter provided.

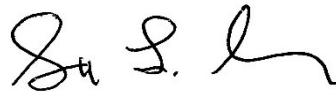
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for relief as follows:

- 15 1. For the Court to declare, adjudge, and decree that Defendants have violated the
16 California Labor Code as alleged herein;
- 17 2. For an order awarding the State of California, Plaintiff, and the Aggrieved
18 Employees civil penalties provided under the PAGA;
- 19 3. For interest on penalties awarded as provided by applicable law;
- 20 4. For an award of reasonable attorneys' fees;
- 21 5. For all costs of suit; and
- 22 6. For such other and further relief as this Court deems just and proper.

23
24 Date: February 7, 2023

Respectfully submitted,

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26 _____
Carolyn H. Cottrell
27 David C. Leimbach
28 Scott L. Gordon

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