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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JASMINE CALSADILLAS, individually, and
on behalf of all other Aggrieved Employees,

Plaintiff,

v.

rPLANET EARTH LOS ANGELES, LLC, a
DELAWARE limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **23STCV06147**

**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 Jasmine Calsadillas, individually and on behalf
2 of all other Aggrieved Employees (“Plaintiff”), relating to systemic violations of California wage
3 and hour laws by her employer rPlanet Earth Los Angeles LLC (“Defendant rPlanet,”) and
4 DOES 1 through 50 (collectively “Defendants.”) Plaintiff makes the following allegations on
5 information and belief, except as to allegations pertaining to Plaintiff individually, which are
6 based on her personal knowledge.

7 **INTRODUCTION**

8 1. Defendant rPlanet is a private, for-profit recycling center that provides services
9 such as, but not limited to, the production of low carbon footprint packaging.

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

14 3. Defendants attempt to maximize profits by among other methods, understaffing the
15 production services provided to their clients resulting in systematic meal and rest period
16 violations.

17 4. As a result of systematic policies and procedures, Defendants have violated
18 California’s wage and hour laws promulgated in the California Labor Code and all applicable
19 Industrial Welfare Commission (“IWC”) Wage Orders. For example, Defendants have
20 implemented unlawful policies (or lack thereof) and practices with respect to meal and rest
21 breaks. Defendants also require its non-exempt employees, who are informed that the needs of
22 the businesses take top priority, to work through meal and rest breaks, and to take untimely meal
23 periods. Plaintiff and the other Aggrieved Employees were not allowed to take meal periods
24 unless they worked six (6) hours or more. Moreover, Plaintiff and other Aggrieved Employees
25 are not always afforded full thirty (30) minute meal periods and are often under pressure to
26 return to work early since they are too busy to complete their assigned work during scheduled
27 shifts. Plaintiff and Aggrieved Employees’ meal periods and rest breaks would be interrupted by
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1 supervisors and managers demanding updates and giving assignments and instructions to
2 Plaintiff and Aggrieved Employees. Further Plaintiff and the other Aggrieved Employees were
3 regularly not provided with all compliant meal periods to which they were entitled to, including a
4 second meal period when applicable. Defendants required Plaintiff and the other Aggrieved
5 Employees to regularly work and remain under Defendants' control during meal periods. In
6 addition, meal periods were sometimes late due to Defendants' workload and the lead would
7 assign last minute work to Plaintiff and Aggrieved Employees. Furthermore, second meal
8 periods were regularly not provided or were untimely because of the pressure Defendants put on
9 Plaintiff and the other Aggrieved Employees and the control exerted over them during meal
10 periods. As a result, Plaintiff and other Aggrieved Employees have been denied the ability to
11 take the meal and rest breaks that they were and are legally entitled to take.

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

17 6. Furthermore, Defendants failed to reimburse Plaintiff and other Aggrieved
18 Employees for reasonable business expenses. This includes refusing to reimburse Plaintiff and
19 other Aggrieved Employees for the use of their personal cell phone for Defendants' business.

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

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

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1 **JURISDICTION AND VENUE**

2 9. The Superior Court of the State of California has jurisdiction in this matter because
3 Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and
4 residents of, and/or regularly conduct business in, the State of California.

5 10. Venue is proper in this judicial district and the County of Los Angeles, California
6 because Defendant rPlanet conducts business in the County of Los Angeles and many of
7 Defendants' unlawful actions and omissions, as set alleged herein, occurred in the county of Los
8 Angeles. Specifically, Defendant rPlanet has a facility in the City of Vernon, California which is
9 located within the County of Los Angeles.

10 11. Defendants employed Plaintiff and other Aggrieved Employees within the State of
11 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other
12 Aggrieved Employees.

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

20 **THE PARTIES**

21 13. During the statute of limitations period, Plaintiff was employed by Defendants and
22 assigned to work in Vernon, California.

23 14. Plaintiff is informed and believes, and thereon alleges, that Defendant rPlanet, and
24 at all times relevant hereto was, a limited liability company organized and existing under the
25 laws of the State of Delaware and licensed to do business in the State of California during a
26 portion of or all of the Statute of Limitations period.

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

7 16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
8 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
9 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
10 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all
11 respects acted as the employer and/or joint employer of Plaintiff and the other Aggrieved
12 Employees.

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

20 18. Plaintiff is informed and believes, and based thereon alleges, that each of the
21 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal,
22 joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining
23 Defendants, and was acting, at least in part, within the course and scope of such employment and
24 agency, with the express and implied permission, consent and knowledge, approval and/or
25 ratification of the other Defendants. The above co-Defendants, managing agents, and
26 supervisors, aided, abetted, condoned, permitted, approved, authorized, and/or ratified the
27 unlawful acts described herein.

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

4 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

20 **FACTUAL ALLEGATIONS**

21 **Failure to Provide Required Meal Periods**

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

23 22. During the statute of limitations period, as part of Defendants’ illegal policies and
24 practices to minimize labor costs and maximize corporate profits, Defendants have required,
25 permitted or otherwise suffered Plaintiff and Aggrieved Employees to perform work during their
26 meal periods, to completely skip their meal periods, to take late and short meal periods, and
27 Defendants have otherwise failed to provide the required meal periods to Plaintiff and Aggrieved
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1 Employees, including second meal periods, as required under California Labor Code §§ 226.7,
2 512, 558 and § 11 of the applicable IWC Order.

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

17 24. There are also frequently occasions when Plaintiff and Aggrieved Employees need
18 to perform other duties immediately before the time during which they are legally entitled to take
19 a meal period. Pursuant to Defendants' policies, Plaintiff and Aggrieved Employees cannot
20 simply drop their job duties to take a meal period. Consequently, Plaintiff and Aggrieved
21 Employees regularly miss meal periods, take late meal periods, return early from meal periods,
22 and even clock out for meal periods but continue working.

23 25. Despite the foregoing, Defendants have implemented a policy and practice of
24 actively discouraging the issuance of meal period premium payments, and in the process,
25 Defendants have also violated California Labor Code §§ 226.7, § 11 of the applicable IWC
26 Wage Order, and the California Unfair Competition Law, California Business & Professions
27 Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Aggrieved Employees who were
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1 not authorized and permitted to take a complete, timely, uninterrupted meal period, one
2 additional hour of compensation at the proper regular rate of pay for each workday that such a
3 meal period was not authorized or permitted.

4 **Failure to Provide Required Rest Breaks**

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

6 26. During the statute of limitations period, as part of Defendants' illegal policies and
7 practices to minimize labor costs and maximize corporate profits, Defendants have failed to
8 authorize and permit Plaintiff and other Aggrieved Employees to take rest breaks as required
9 under California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

10 27. The same common policies and practices that deprive Plaintiff and other Aggrieved
11 Employees from taking their meal periods, as alleged herein, similarly deprive them of their
12 ability to take their first and second rest breaks. As alleged herein, Defendants understaff their
13 facilities which creates so much work for Plaintiff and other Aggrieved Employees that they are
14 frequently unable to take rest breaks.

15 28. Defendants also violated California Labor Code § 226.7, § 12 of the applicable
16 IWC Order, and the California Unfair Competition Law, California Business & Professions Code
17 §§ 17200 *et. seq.*, by failing to pay Plaintiff and other Aggrieved Employees who were not
18 provided with a rest break, in accordance with the applicable wage order, one additional hour of
19 compensation at the proper regular rate of pay for each workday that a rest break was not
20 provided.

21 **Failure to Pay Overtime Wages**

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

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

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

14 31. Defendants have knowingly and willfully refused to perform its obligations to
15 compensate Plaintiff and other Aggrieved Employees for all wages earned and all hours worked
16 in violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC
17 Order.

18 **Failure to Pay Minimum Wages**

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

20 32. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC
21 Wage Order, payment to an employee of less than the applicable minimum wage for all hours
22 worked in a payroll period is unlawful.

23 33. During the statute of limitations period, the hourly rates for Plaintiff and other
24 Aggrieved Employees were precisely at California minimum wage. Based on this common
25 practice, Defendant failed to pay Plaintiff and other Aggrieved Employees minimum wages for
26 all hours worked by requiring, permitting or suffering Plaintiff and other Aggrieved Employees
27 to work off the clock, such as requiring them to work through meal and rest breaks but not
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1 compensating them for this time, unlawfully rounding the hours worked by Plaintiff and the
2 other Aggrieved Employees resulting in the underpayment of wages; failing to include this time
3 in all hours worked, and other methods to be discovered.

4 34. Defendants' conduct described herein violates California Labor Code §§ 1194,
5 1197, and § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned
6 violations, Plaintiff and other Aggrieved Employees have been damaged in an amount according
7 to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1,
8 and any other applicable law, Plaintiff and other Aggrieved Employees are entitled to recover the
9 unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees,
10 expenses, and costs of suit.

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

12 [Cal. Lab. Code § 204. 206]

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

21 36. During the statute of limitations period, Defendants have knowingly and willfully
22 failed to timely pay Plaintiff and other Aggrieved Employees all the wages for labor performed
23 by the next regular payroll period as required by California Labor Code § 204, including but not
24 limited to, compensation for missed meal and rest breaks, proper overtime wages due to an
25 unlawful calculation of the regular rate of pay, and for work performed off-the-clock.

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

2 **[Cal. Lab. Code §§ 201 - 203]**

3 37. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
4 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
5 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
6 at the time of discharge are due and payable immediately.

7 38. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
8 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
9 her employment, unless the employee provided 72 hours previous notice of his or her intention to
10 quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

15 40. During the statute of limitations period, Defendants have willfully failed to pay
16 accrued wages and other compensation to Plaintiff and other Aggrieved Employees in
17 accordance with California Labor Code §§ 201 and 202. Defendants do not have a sufficient
18 policy to provide Plaintiff and other Aggrieved Employees with their final paychecks within the
19 timeframes required under California law. In addition, because Defendants have failed and
20 continue to fail to properly compensate Plaintiff and other Aggrieved Employees for all hours
21 worked when due, overtime wages, and compensation for non-compliant meal and rest breaks,
22 Defendants have also willfully failed and continue to fail to pay accrued wages and other
23 compensation to Plaintiff and other Aggrieved Employees in accordance with California Labor
24 Code §§ 201 and 202.

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

26 **[Cal. Lab. Code §§ 226(a); 248.1, 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]**

27 41. During the statute of limitations period, Defendants have routinely failed to provide
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1 Plaintiff and other Aggrieved Employees with timely and accurate itemized wage statements.
2 Defendants' pay stubs violate California Labor Code § 226 on their face by, among other things,
3 failing to state the name and address of the legal entity that was Plaintiff's and Aggrieved
4 Employees' employers. Derivatively, Defendants were and are not providing Plaintiff and other
5 Aggrieved Employees with proper meal periods and rest breaks but intentionally fails to include
6 in their wage statements one (1) additional hour of compensation at their regular rates of pay for
7 each non-compliant meal periods or rest breaks, applicable rate of pay for sick leave, the regular
8 rate of pay for sick leave, fail to provide and set forth the available supplemental COVID-19 sick
9 leave and the amounts taken and available, and other California Labor Code violations yet to be
10 discovered.

11 42. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
12 provide Plaintiff and other Aggrieved Employees with timely and accurate itemized wage
13 statements in accordance with California Labor Code § 226(a) and § 7 of the applicable IWC
14 Order.

15 43. Plaintiff and other Aggrieved Employees suffered injury as a result of Defendants'
16 failure to provide timely and accurate itemized wage statements prevented them from
17 discovering the scope and extent of Defendants' violations of California wage and hour laws,
18 prevented them from being able to determine the gross wages earned, the total hours worked, all
19 deductions made, the net wages earned, the legal name and address of the employers, all
20 applicable hourly rates in effect during each pay period and the corresponding number of hours
21 worked at each hourly rate, the accurate rate of pay, available supplemental Covid-19 sick leave
22 and amount taken, and other violations yet to be discovered.

23 **Failure to Maintain Required Records**

24 **[Cal. Lab. Code §§ 226(a), 247.5, 248.2, 248.6, 1174(d); § 7 of the**
25 **Applicable IWC Wage Order]**

26 44. During the statute of limitations period, as part of Defendants' illegal payroll
27 policies and practices to deprive Plaintiff and other Aggrieved Employees of all wages earned
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1 and due, Defendants knowingly and intentionally failed to maintain records as required under
2 California Labor Code §§ 226(a), 247.5 and 1174(d) and § 7 of the applicable IWC Order,
3 including but not limited to the following records: total daily hours worked by each employee;
4 applicable rates of pay; all deductions; meal periods; time records showing when each employee
5 begins and ends each work period; records showing when sick leave was taken; and accurate
6 itemized statements. Defendants had knowledge that they were not providing their non-exempt
7 employees with proper meal and rest periods, but knowingly failed to include in the wage
8 statements one (1) extra hour of compensation for each missed meal and rest period. Defendants
9 also illegally and inaccurately recorded the time in which Plaintiff and other Aggrieved
10 Employees worked. Defendants have also failed to maintain accurate, itemized wage statements,
11 failed maintained records relating to supplemental COVID-19 sick leave and the amounts taken
12 as alleged above, and other violations of the California Labor Code which have not been
13 discovered.

14 **Failure to Indemnify Employees for Necessary**

15 **Expenditures Incurred in Discharge of Duties**

16 **[Cal. Lab. Code § 2802]**

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

20 46. During the Statute of Limitations period, and in violation of California Labor Code
21 § 2802, Defendant failed to indemnify Plaintiff and other Aggrieved Employees for all business
22 expenses and/or losses incurred in direct consequence of the discharge of their duties, including
23 but not limited to, expenses for their personal cell phones. Plaintiff and other Aggrieved
24 Employees were required to use their personal cellular phones for work related purposes without
25 receiving reimbursement from Defendants.

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1 **FIRST CAUSE OF ACTION**

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

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

4 (On Behalf of Plaintiff against Defendant)

5 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 46.

7 48. 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
9 and former non-exempt employees of Defendants pursuant to the procedures specified in the
10 California Labor Code § 2699.3, because Plaintiff was employed by Defendants and one or more
11 of the alleged California Labor Code violations was committed against Plaintiff during the
12 statute of limitations period.

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

16 50. A plaintiff has standing to represent all Aggrieved Employees for all of her asserted
17 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services*
18 *USA, Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been
19 employed by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699,
20 subds. (a), (c)). Here, Plaintiff was not provided with a legally compliant wage statement
21 pursuant to California Labor Code §226 since the legal name and address of the employer was
22 not provided on Defendants wage statements, Plaintiff was not provided with nor was COVID-
23 19 supplemental sick leave listed on her wage statement, in addition to the meal and rest period
24 and other California Labor Code violations as alleged herein.

25 51. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
26 penalties from Defendants in a representative action for the violations set forth above, including
27 but not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2,
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1 248.6, 510, 512, 1174(d), 1194, 1197, ad 1198.

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

- 5 a. Pursuant to California Labor Code § 210, for violations of California Labor
6 Code § 204, Defendants are subject to a civil penalty in the amount of one
7 hundred dollars (\$100) for the initial violation for each failure to pay each
8 employee, and two hundred dollars (\$200) per employee for violations in
9 subsequent pay periods.
- 10 b. Pursuant to California Labor Code § 226.3, for violations of California
11 Labor Code § 226(a), Defendants are subject to a civil penalty in the amount
12 of two hundred and fifty dollars (\$250) per aggrieved employee for the
13 initial pay period where a violation occurs and one thousand dollars
14 (\$1,000) per aggrieved employee for violations in subsequent pay periods.
- 15 c. Pursuant to California Labor Code § 1174.5, for violations of California
16 Labor Code § 1174(d), Defendants are subject to a civil penalty of five
17 hundred dollars (\$500).
- 18 d. Pursuant to California Labor Code § 1197.1, an employers who pays or
19 causes to be paid to any employee a wage less than the minimum fixed by
20 an order of the commission, shall be subject to a civil penalty as follows: for
21 any initial violation that is intentionally committed, one hundred dollars
22 (\$100) for each underpaid employee for each pay period for which the
23 employee is underpaid; and for each subsequent violation of the same
24 offense, two hundred fifty dollars (\$250) for each underpaid employee for
25 each pay period for which the employee is underpaid regardless of whether
26 the initial violation was intentionally committed.

27 53. California Labor Code § 2699(f) provides that for all California Labor Code
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1 violations for which a civil penalty is not specifically provided, the following civil penalties are
2 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the
3 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
4 each subsequent violation.

5 54. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
6 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
7 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203,
8 226.7, 1194, 1197, and 1198.

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

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees,
13 prays for relief against Defendants, as follows:

- 14 1. For civil penalties according to proof;
- 15 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §
16 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
17 providing for attorneys' fees and costs; and
- 18 3. For such further relief that the Court may deem just and proper.
- 19

20 Dated: March 20, 2023

GUZMÁN & TOKAR LLP

21 
22 By: _____
23 Marcia Guzman, Esq.
24 Victoria Tokar, Esq.
25 Attorney for Plaintiff and the other
26 Aggrieved Employees
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