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Attorneys for Plaintiff DAVID PADILLA,
individually, and on behalf of other aggrieved
employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DAVID PADILLA, individually, and on
behalf of other aggrieved employees pursuant
to the Private Attorneys General Act,

Plaintiff,

vs.

CARWAVE, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2023-00014500-CU-OE-NC

**COMPLAINT AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, *ET
SEQ.***

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/07/2023 at 06:08:40 PM
Clerk of the Superior Court
By Irma Ledesma, Deputy Clerk

1 Plaintiff DAVID PADILLA, individually and on behalf of all other aggrieved employees
2 pursuant to the Private Attorneys General Act, alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff DAVID PADILLA ("Plaintiff") is at least 18 years of age and is a resident
5 of the State of California.

6 2. Defendant CARWAVE, LLC ("CARWAVE") was and is, upon information and
7 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer
8 whose employees are engaged throughout this county and in the State of California.

9 3. Plaintiff is unaware of the true names or capacities of defendants sued herein under
10 the fictitious names DOES 1 through 100, but prays for leave to amend and serve such fictitiously
11 named defendants pursuant to California Code of Civil Procedure § 474 once their names and
12 capacities become known.

13 4. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100
14 are the partners, agents, owners, shareholders, managers or employees of CARWAVE were acting
15 on behalf of CARWAVE at all relevant times.

16 5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
17 and omissions alleged herein were performed by, or are attributable to CARWAVE and DOES 1
18 through 100 (collectively "Defendants"), each acting as the agent for the other, with legal
19 authority to act on the other's behalf. The acts of any and all Defendants were in accordance with,
20 and represent the official policy of Defendants.

21 6. At all relevant times herein mentioned, Defendants, and each of them, ratified each
22 and every act or omission complained of herein. At all times herein mentioned, Defendants, and
23 each of them, aided and abetted the acts and omissions of each and all the other Defendants in
24 proximately causing the damages herein alleged.

25 7. Plaintiff is informed and believes, and thereon alleges, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

28 ///

JURISDICTION AND VENUE

8. This representative enforcement action is brought pursuant to California Labor Code § 2698, *et seq.* for the recovery of civil penalties thereunder. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other courts.” The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. This Court has jurisdiction over all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

GENERAL ALLEGATIONS

11. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved employees as non-exempt employees throughout the State of California. As used herein, the term “aggrieved employees” refers to all of Defendant’s non-exempt employees in the State of California between January 31, 2022 and the present.

12. Defendants employed Plaintiff as a non-exempt, hourly-paid employee from approximately July 13, 2020 to approximately March 16, 2022. Plaintiff’s job duties included performing vehicle inspections and taking photos of vehicles to post online for auction or sale.

13. At all relevant times set forth herein, Plaintiff and other aggrieved non-exempt employees were not paid correctly for all of the hours they worked because of Defendants’ unlawful policies and practices.

14. Plaintiff and other aggrieved employees regularly worked more than 8 hours per day and/or more than 40 hours per week. Defendants’ policy and practice was to pay Plaintiff and

1 other aggrieved employees for their scheduled hours and/or to shave off time from their hours.
2 Plaintiff and other aggrieved employees were not paid for all of their hours worked, which
3 included overtime and/or double time hours. Instead, they were paid for their scheduled hours or
4 for fewer hours than they actually worked.

5 15. Further, Plaintiff and other aggrieved employees were paid non-discretionary
6 bonuses. These bonuses were not factored into employees' regular rate of pay for purposes of
7 paying overtime and meal and rest break premiums.

8 16. At all relevant times set forth herein, Defendants failed to provide Plaintiff and
9 other aggrieved employees with an uninterrupted, duty-free meal break of at least 30 minutes for
10 every 5 hours of work. Plaintiff and other aggrieved employees were given a heavy workload and
11 tight deadlines that did not permit them to take legally compliant meal breaks. Further, they were
12 pressured and incentivized to forego taking compliant meal breaks to limit the amount of unpaid
13 time they worked. Defendants failed to pay meal break premium wages to employees who were
14 not provided with compliant meal breaks.

15 17. At all relevant times set forth herein, Defendants failed to provide employees with
16 a 10-minute rest period for every 4 hours worked or major fraction thereof. Plaintiff and
17 aggrieved employees were unable to take compliant rest breaks for the same reasons set forth
18 above in Paragraph 16 regarding meal breaks. Defendants failed to pay rest period premium
19 wages as required by California law.

20 18. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and
21 other aggrieved employees for necessary business expenses, including painting materials and
22 mileage expenses for traveling from one work location to another.

23 19. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other
24 aggrieved employees all wages owed upon the separation of their employment, including the
25 unpaid regular, overtime wages, and meal and rest period premium wages described herein.

26 20. At all relevant times set forth herein, Defendants failed to timely pay Plaintiff and
27 other aggrieved employees all wages owed during their employment.

28 21. At all relevant times set forth herein, Defendants failed to provide Plaintiff and

1 other aggrieved employees with accurate itemized wage statements, as required by California
2 Labor Code § 226(a). The number of hours worked and the corresponding hourly rates are
3 inaccurate as a consequence of Defendants' failure to pay wages as described herein.

4 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
6 advisors knowledgeable about California labor and wage law, employment and personnel
7 practices, and about the requirements of California law.

8 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other aggrieved employees were entitled to be paid at least
10 minimum wage for all hours worked, and that Plaintiff and other aggrieved employees worked
11 hours for which they were not paid at least minimum wage.

12 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other aggrieved employees were entitled to receive overtime
14 pay for hours worked in excess of 8 hours per day and/or 40 hours per week and double time pay
15 for hours worked in excess of 12 hours per day, and that Plaintiff and other aggrieved employees
16 worked overtime hours and did not receive overtime pay.

17 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other aggrieved employees were entitled to receive all meal
19 breaks as required by California law, or payment of one additional hour of pay at the regular rate
20 of pay when a compliant meal break was not provided.

21 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs and other aggrieved employees were entitled to receive all rest
23 breaks as required by California law, or payment of one additional hour of pay at the regular rate
24 of pay when a compliant rest break was not provided.

25 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
27 for necessary business expenses in accordance with California law, and that they were not
28 reimbursed.

29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to timely payment of all wages—including, without limitation, regular and overtime wages—during employment in accordance with California law, and that they were not timely paid such wages.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other aggrieved employees were entitled to receive complete
11 and accurate wage statements in accordance with California law, and that such wage statements
12 were not provided.

13 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
15 and other aggrieved employees, and that Defendants had the financial ability to pay such
16 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
17 Plaintiff and other aggrieved employees that they were properly denied wages, all in order to
18 increase Defendants' profits.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 2698, *et seq.*

Private Attorneys General Act

(Against All Defendants)

23 32. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
24 material allegations set out in paragraphs 1 through 31.

25 33. At all relevant times set forth herein, the Private Attorneys General Act, California
26 Labor Code § 2698, *et seq.* (“PAGA”) was applicable to Plaintiff’s employment and the aggrieved
27 employees’ employment by Defendants.

28 34. At all relevant times set forth herein, PAGA provides that any civil penalties under

1 the California Labor Code which may be assessed and collected by the Labor and Workforce
2 Development Agency may, as an alternative, be recovered through a civil action brought by an
3 aggrieved employee on behalf of him or herself and other aggrieved employees pursuant to the
4 procedures set forth in California Labor Code § 2699.3.

5 35. A civil action under PAGA may be brought by an aggrieved employee, which is
6 defined as any person who was employed by the alleged violator and against whom one or more of
7 the alleged violations was committed.

8 36. Plaintiff was employed by Defendants and the alleged violations were committed
9 against him during his employment. Therefore, Plaintiff is an aggrieved employee as defined by
10 California Labor Code § 2699(c).

11 37. Pursuant to California Labor Code § 2699.3 and 2699.5, an aggrieved employee
12 may pursue a PAGA action after the following requirements have been met:

- 13 a. The aggrieved employee shall give written notice by online filing with the
14 Labor and Workforce Development Agency (“LWDA”) and by certified
15 mail to the employer of the specific provisions of this code alleged to have
16 been violated, including the facts and theories to support the alleged
17 violation.
- 18 b. The LWDA shall provide notice to the employer and the aggrieved
19 employee by certified mail that it does not intend to investigate the alleged
20 violation within sixty (60) days of the postmark date of the employee’s
21 notice. Upon receipt of this notice, or if this notice is not provided within
22 sixty-five (65) calendar days of the postmark date of the employee’s notice,
23 the aggrieved employee may commence a civil action pursuant to California
24 Labor Code § 2699 to recover civil penalties in addition to any other
25 penalties to which the employee may be entitled.
- 26 c. On January 31, 2023, Plaintiff provided the requisite written notice by
27 online filing to the LWDA and by certified mail to Defendants, informing
28 them of the specific provisions of the California Labor Code alleged to have

1 been violated, including the facts and theories to support the alleged
2 violations. As of the filing date of this complaint, the LWDA has not
3 responded to Plaintiff's PAGA notice.

4 38. Plaintiff has satisfied the administrative prerequisites under California Labor Code
5 § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for
6 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1198,
7 2800, and 2802.

8 39. Defendants' conduct, as alleged herein, violates the following sections of the
9 California Labor Code:

- 10 a. Violation of California Labor Code §§ 510, 1194 and 1198 (Failure to Pay
11 Regular and Overtime Wages);
- 12 b. Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide
13 Meal Breaks);
- 14 c. Violation of California Labor Code § 226.7 (Failure to Provide Rest
15 Breaks);
- 16 d. Violation of California Labor Code §§ 2800 and 2802 (Failure to
17 Reimburse for Necessary Business Expenses);
- 18 e. Violation of California Labor Code §§ 201, 202, and 203 (Failure to Pay
19 Wages Timely Upon Termination);
- 20 f. Violation of California Labor Code § 204 (Failure to Pay Wages Timely
21 During Employment); and
- 22 g. Violation of California Labor Code § 226(a) (Failure to Provide Compliant
23 Wage Statements).

24 40. California Labor Code § 510 codifies the right to overtime compensation at one-
25 and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40
26 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime
27 compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in
28 excess of 8 hours in a day on the seventh day of work.

1 41. California Labor Code § 1194 and the applicable Industrial Welfare Commission
2 (“IWC”) Wage Order provide that employees are entitled to the applicable minimum wage or
3 overtime compensation for all hours worked.

4 42. California Labor Code § 1198 and the applicable IWC Wage Order provide that it
5 is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half
6 or two-times that person’s regular rate of pay, depending on the number of hours worked by the
7 person on a daily or weekly basis.

8 43. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and other aggrieved employees employed by Defendants, and
10 working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time-and-
11 one-half for all hours worked in excess of 8 hours in a day or more than 40 hours in a workweek.

12 44. During the relevant time period, During the relevant time period, Plaintiff and other
13 aggrieved employees consistently worked in excess of 8 hours in a day, and/or in excess of 40
14 hours in a week. Defendants willfully failed to pay all wages, including regular and overtime
15 wages, owed to Plaintiff and other aggrieved employees.

16 45. Plaintiff and other aggrieved employees regularly worked more than 8 hours per
17 day and/or more than 40 hours per week. Defendants’ policy and practice was to pay Plaintiff and
18 other aggrieved employees for their scheduled hours and/or to shave off time from their hours.
19 Plaintiff and other aggrieved employees were not paid for all of their hours worked, which
20 included overtime and/or double time hours. Instead, they were paid for their scheduled hours or
21 for fewer hours than they actually worked.

22 46. Further, Plaintiff and other aggrieved employees were paid non-discretionary
23 bonuses. These bonuses were not factored into employees’ regular rate of pay for purposes of
24 paying overtime and meal and rest break premiums.

25 47. Defendants’ failure to pay Plaintiff’s and other aggrieved employees’ regular and
26 overtime wages violates the provisions of California Labor Code §§ 510, 1194 and 1198, and is
27 therefore unlawful.

28 48. At all relevant times, the applicable IWC Wage Order and California Labor Code

1 §§ 226.7 and 512(a) were applicable to Plaintiff's and other aggrieved employees' employment by
2 Defendants.

3 49. At all relevant times, California Labor Code § 226.7 provides that no employer
4 shall require an employee to work during any meal period mandated by an applicable order of the
5 California IWC.

6 50. At all relevant times, the applicable IWC Wage Order and California Labor Code §
7 512(a) provide that an employer may not require, cause or permit an employee to work for a
8 period of more than five (5) hours per day without providing the employee with an uninterrupted
9 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
10 employee is not more than six (6) hours, the meal period may be waived by mutual consent of
11 both the employer and the employee.

12 51. At all relevant times, the applicable IWC Wage Order and California Labor Code
13 section 512(a) further provide that an employer may not require, cause or permit an employee to
14 work for a period of more than ten (10) hours per day without providing the employee with a
15 second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours
16 worked is not more than twelve (12) hours, the second meal period may be waived by mutual
17 consent of the employer and the employee only if the first meal period was not waived.

18 52. During the relevant time period, Plaintiff and other aggrieved employees who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
20 legally-mandated meal periods by mutual consent, were required to work for periods longer than
21 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

22 53. During the relevant time period, Plaintiff and other aggrieved employees who were
23 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
24 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
25 minutes.

26 54. During the relevant time period, Defendants failed to provide Plaintiff and other
27 aggrieved employees with an uninterrupted, duty-free meal break of at least 30 minutes for every 5
28 hours of work. Plaintiff and other aggrieved employees were given a heavy workload and tight

1 deadlines that did not permit them to take legally compliant meal breaks. Further, they were
2 pressured and incentivized to forego taking compliant meal breaks to limit the amount of unpaid
3 time they worked.

4 55. During the relevant time period, Defendants failed to pay Plaintiffs and other
5 aggrieved employees meal break premiums for non-compliant meal breaks pursuant to California
6 Labor Code § 226.7.

7 56. Defendants' conduct violates the applicable IWC Wage Orders and California
8 Labor Code §§ 226.7 and 512(a).

9 57. At all relevant times herein set forth, the applicable IWC Wage Order and
10 California Labor Code § 226.7 were applicable to Plaintiff's and other aggrieved employees'
11 employment by Defendants.

12 58. At all relevant times, California Labor Code § 226.7 provides that no employer
13 shall require an employee to work during any rest period mandated by an applicable order of the
14 California IWC.

15 59. At all relevant times, the applicable IWC Wage Order provides that "[e]very
16 employer shall authorize and permit all employees to take rest periods, which insofar as
17 practicable shall be in the middle of each work period" and that the "rest period time shall be
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours
19 or major fraction thereof" unless the total daily work time is less than three and one-half (3½)
20 hours.

21 60. During the relevant time period, Defendants failed to provide Plaintiff and other
22 aggrieved employees with a duty-free rest break of at least 10 minutes for every four hours of
23 work or major fraction thereof. Plaintiff and aggrieved employees were unable to take compliant
24 rest breaks for the same reasons set forth above in Paragraph 54 regarding meal breaks.

25 61. During the relevant time period, Defendants failed to pay Plaintiff and other
26 aggrieved employees the rest break premiums due for non-compliant rest breaks pursuant to
27 California Labor Code § 226.7.

28 62. Defendants' conduct violates the applicable IWC Wage Orders and California

1 Labor Code § 226.7.

2 63. At all relevant times herein set forth, California Labor Code §§ 2800 and 2802
3 were applicable to Plaintiff's and other aggrieved employees' employment by Defendants.

4 64. At all relevant times, California Labor Code § 2800 provides that an employer shall
5 in all cases indemnify his employee for losses caused by the employer's want of ordinary care.

6 65. At all relevant times, California Labor Code § 2802 provides that an employer shall
7 indemnify its employees for all necessary expenditures or losses incurred by the employees in
8 direct consequence of the discharge of their duties, or of their obedience to the directions of the
9 employer.

10 66. During the relevant time period, Defendants failed to reimburse Plaintiff and other
11 aggrieved employees for necessary business expenses in violation of Labor Code §§ 2800 and
12 2802.

13 67. Defendants' conduct violates the applicable IWC Wage Orders and California
14 Labor Code §§ 2800 and 2802.

15 68. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and
16 other aggrieved employees for necessary business expenses, including painting materials and
17 mileage expenses for traveling from one work location to another.

18 69. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
19 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
20 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
21 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
22 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
23 quit, in which case the employee is entitled to his or her wages at the time of quitting.

24 70. The unpaid wages owed to Plaintiff and other aggrieved employees at the time of
25 termination of their employment include unpaid regular and overtime and premium wages for non-
26 compliant meal and rest periods, as set forth herein.

27 71. Defendants' failure to pay Plaintiff and other aggrieved employees who are no
28 longer employed by Defendants their wages earned and unpaid at the time of discharge, or within

seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

72. All California employers know or should know that employees must be paid for all time spent under the employer's control and that overtime wages are paid at one and a half times the regular rate of pay. Defendant's failure to abide by these well-established laws is willful and not in good faith.

73. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

74. Plaintiff and other aggrieved employees are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

75. At all material times set forth herein, California Labor Code § 204 provides that the wages earned by any person in any employment (other than final wages, the wages of temporary employees, commissions, and the salaries of some exempt employees) are due and payable twice during each calendar month. Labor performed between the 1st and 15th days of the calendar month must be paid for between the 16th and 26th days of the calendar month, and labor performed between the 16th and last days of the calendar month must be paid for between the 1st and 10th days of the following month.

76. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees in a timely manner for all wages earned during their employment. This occurred as a result of Defendants' failure to pay regular and overtime wages and meal and rest break premium wages, as set forth above.

77. As a result of Defendants' violation of California Labor Code § 204, Plaintiff and other aggrieved employees have suffered injury and damage to their statutorily-protected rights.

78. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in

1 writing showing the following information: (1) gross wages earned; (2) total hours worked by the
2 employee, except for any employee whose compensation is solely based on a salary and who is
3 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
4 the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
5 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
6 deductions made on written orders of the employee may be aggregated and shown as one item; (5)
7 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the
8 name of the employee and his or her social security number, except that by January 1, 2008, only
9 the last four digits of his or her social security number or an employee identification number other
10 than a social security number may be shown on the itemized statement; (8) the name and address
11 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
12 period and the corresponding number of hours worked at each hourly rate by the employee.

13 79. Defendants have intentionally and willfully failed to provide Plaintiff and other
14 aggrieved employees with complete and accurate wage statements because the number of hours
15 worked and the corresponding hourly rates are inaccurate as a consequence of Defendants' failure
16 to pay regular and overtime wages and premium wages and meal and rest break premium wages,
17 as set forth herein.

18 80. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
19 and other aggrieved employees have suffered injury and damage to their statutorily-protected
20 rights.

21 81. Specifically, Plaintiff and other aggrieved employees have been injured by
22 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
23 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
24 statements under California Labor Code § 226(a). Plaintiff and other aggrieved employees have
25 been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has
26 caused confusion over whether they received all of the wages owed them, in addition to their
27 difficulty and expense in reconstructing pay records and making mathematical computations to
28 analyze whether the wages paid them did in fact compensate them for all hours worked

82. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement fails to accurately and completely provide certain pieces of information and the employee cannot promptly and easily determine such information from the wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement does not accurately and completely state the total number of hours worked by the employee, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

83. Plaintiff and the aggrieved employees are deemed to have suffered injury because their wage statements did not provide complete and accurate information regarding the total number of hours they worked in a given pay period, the applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

84. California Labor Code §§ 558 and 558.1 provide that an employer or “other person acting on behalf of an employer” who violates, or causes to be violated, a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law. As set forth herein, Defendants have violated provisions of the California Labor Code and IWC Wage Order 9-2001, and is thus liable for penalties under Labor Code § 558.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and other aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties pursuant to California Labor Code § 2699(f) & (g) in the amount of \$100 for each aggrieved employee per pay period for initial violations and \$200 for each aggrieved employee per pay period for subsequent violations, plus attorneys’ fees and costs;
2. For civil penalties pursuant to California Labor Code § 558 in the amount of \$50 per pay period for each initial violation and \$100 per pay period for each

subsequent violation, for all affected employees, in addition to an amount
sufficient to recover underpaid wages; and

3. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 7, 2023

AEQUITAS LEGAL GROUP

By: 

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Attorneys for Plaintiff DAVID PADILLA,
individually, and on behalf of other aggrieved
employees