

Filed
Superior Court of California
Sacramento
06/08/2023
mocanuz
By _____, Deputy
23CV002971

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SACRAMENTO**
10 **UNLIMITED JURISDICTION**

11 JUAN JUAREZ, an individual,
12 Plaintiff,

13 v.

14 RISSE CONSTRUCTION, INC. a California
15 corporation; and DOES 1-25, inclusive,
16 Defendants.
17

Case No. _____

COMPLAINT FOR:

(1) FAILURE TO PAY WAGES OWED
ON TIME AND AT TERMINATION;
(2) FAILURE TO PAY AT LEAST
MINIMUM WAGE;
(3) FAILURE TO PAY OVERTIME
WAGES;
(4) FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS;
(5) FAILURE TO PROVIDE REST
PERIODS;
(6) FAILURE TO PROVIDE
EMPLOYMENT RECORDS;
(7) UNFAIR BUSINESS PRACTICES; and
(8) PENALTIES PURSUANT TO PAGA
(LABOR CODE §2698, *et seq.*)

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21
22 Plaintiff Juan Juarez alleges as and for causes of action against Defendants, and each of
23 them, as follows:

24 **PARTIES**

- 25
26 1. Plaintiff Juan Juarez is an individual who performed the work for Defendants that
27 is the subject of this action primarily in Sacramento County.
28 2. Defendant Risse Construction, Inc. is a California corporation doing business in

1 Sacramento County, California.

2 3. Plaintiff is informed and believes and, based upon such information and belief,
3 alleges that each of the Defendants designated as Does 1 through 25, inclusive, is contractually,
4 intentionally, negligently, legally, or in some manner responsible for the events and occurrences
5 more fully described below and which proximately caused injuries and/or damages to Plaintiff as
6 alleged. Plaintiff is unaware of the true names and capacities of those Defendants sued herein as
7 Does 1 through 25, inclusive, and therefore sues such Defendants by fictitious names. Plaintiff
8 will seek leave to amend this Complaint to set forth the true names and capacities of those
9 Defendants when they have been ascertained.
10

11 4. Plaintiff is informed and believes and, based on such information and belief,
12 alleges that at all times mentioned each of the Defendants was the agent and/or employee of the
13 remaining Defendants, and was at all times acting within the scope and purpose of this agency
14 and/or employment and with the consent and permission of the remaining Defendants.
15

16 5. Plaintiff is further informed and believes and, based on such information and belief,
17 alleges that at all times relevant hereto that each of the Defendants acted as agent or alter ego of or
18 for the other Defendants such that each is liable for the wrongdoings described herein.
19

20 **FACTS**

21 6. Defendants operate a plumbing and contracting business in Sacramento, California.
22 On information and belief, Defendants employs more than fifty employees in California. Mr.
23 Juarez was employed by Defendants as a non-exempt hourly employee from approximately 2013
24 through March 2022.
25

26 7. Throughout his employment, Defendants failed to accurately pay Mr. Juarez and
27 other employees for hours actually worked. Specifically, Defendants failed to record all hours
28

1 worked, and would pay Mr. Juarez and other employees only a portion of those hours. Defendants
2 would sometimes pay Mr. Juarez and other employees additional funds under the table, but the
3 total amount paid would not reflect the total hours worked.

4
5 8. Mr. Juarez worked overtime a few hours weekly and approximately twice per
6 month he worked an extra (overtime) shift on Saturdays. Mr. Juarez was not paid an overtime
7 premium for these overtime hours. Mr. Juarez is informed and believes that other employees were
8 treated similarly.

9
10 9. Defendants failed to provide Mr. Juarez and other employees with timely and
11 uninterrupted rest periods due to inadequate staffing, excessive workload, and otherwise. Because
12 Defendants failed to provide timely rest periods, they owe Mr. Juarez and other employees one
13 hour of compensation for each day worked with a missed rest period. Defendants failed to pay
14 Mr. Juarez or other employees those wages when they were due and failed to pay Mr. Juarez or
15 other employees those wages upon termination.

16
17 10. In connection with this conduct, Defendants failed to accurately pay Mr. Juarez and
18 other employees for overtime work, failed to maintain accurate time records, and failed to provide
19 Mr. Juarez and other employees with accurate, itemized wage statements.

20
21 11. At the conclusion of Mr. Juarez's employment, his final paycheck did not include
22 compensation for the unpaid rest period premiums, overtime premiums, or the other unpaid
23 compensation noted above, and it remains due and owing. Consequently, during the relevant time
24 period, Defendants failed to pay Mr. Juarez and other employees all wages owed at the time of
25 separation or within 72 hours of said employees' resignation and/or termination.

26
27 12. On February 3, 2023, counsel for Mr. Juarez requested his employment records
28 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants provided some, but not all, of

1 Mr. Juarez's employment records.

2 **PAGA ALLEGATIONS**

3 13. Mr. Juarez brings his Eighth Cause of Action in a representative capacity on behalf
4 of himself, his fellow aggrieved employees, and the Labor & Workforce Development Agency
5 under the Private Attorneys General Act ("PAGA"), and seeks to vindicate his rights under the
6 Labor Code as well as those of all other aggrieved current and former employees of Defendants.
7

8 14. The group of aggrieved employees consists of those employees of Defendants
9 working in California at any time since February 16, 2022, and through the date of entry of final
10 judgment in this matter.
11

12 15. Plaintiff sent the PAGA notice attached hereto as Exhibit A to Defendants on
13 February 16, 2023, and the Amended PAGA notice attached hereto as Exhibit B to Defendants on
14 March 8, 2023. Plaintiff alleges that by the conduct described herein, Defendants violated Labor
15 Code §§201, 202, 204, 226, 226.7, 247.5, 510, 558, 1197, and IWC Wage Order No. 16-2001
16 (8 C.C.R. §11160), for which they are subject to civil penalties under PAGA.
17

18 **FIRST CAUSE OF ACTION**

19 **(Failure to Pay Wages on Time and at Termination; Violation of Labor Code §§201-204)**

20 16. Plaintiff incorporates the allegations above as though they were fully set forth
21 herein.
22

23 17. As set forth above, Defendants failed to track or pay Plaintiff for all hours worked,
24 failed to pay overtime premiums, and required Plaintiff and other employees to work through their
25 rest periods.

26 18. Defendants willfully failed to pay Plaintiff all wages owed both (1) at the time they
27 were due and (2) upon his termination from employment. To date, Defendants have not paid those
28

1 wages.

2 19. As a proximate result of Defendants' failure to pay wages owed and on time,
3 Plaintiff has suffered damages in an amount to be proved at trial as well as waiting time penalties
4 pursuant to Labor Code §203.
5

6 **SECOND CAUSE OF ACTION**

7 **(Failure to Pay Minimum Wage;**

8 **Violation of Labor Code §§1197, I.W.C. Wage Order No. 16-2001)**

9 20. Plaintiff incorporates the allegations above as though they were fully set forth
10 herein.
11

12 21. As set forth above, Defendants failed to track or pay Plaintiff for all hours worked
13 which led to Plaintiff and other employees working for less than the minimum wage.

14 22. As a proximate result of Defendants' failure to pay at least the minimum wages
15 owed, Plaintiff has suffered damages in an amount to be proved at trial.
16

17 **THIRD CAUSE OF ACTION**

18 **(Failure to Pay Overtime Wages;**

19 **Violation of Labor Code §§510, I.W.C. Wage Order No. 16-2001)**

20 23. Plaintiff incorporates the allegations above as though they were fully set forth
21 herein.
22

23 24. As set forth above, in the course of his employment, Plaintiff worked in excess of
24 eight hours a day, forty hours a week, and/or on the seventh consecutive day in a workweek.

25 25. Defendants failed to pay Plaintiff for the overtime hours worked, and failed to pay
26 Plaintiff any overtime premiums for the overtime hours worked.

27 26. As a proximate result of Defendants' failure to pay overtime wages owed, Plaintiff
28

1 has suffered damages in an amount to be proved at trial.

2 **FOURTH CAUSE OF ACTION**

3 **(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)**

4 27. Plaintiff incorporates the allegations above as though they were fully set forth
5
6 herein.

7 28. Defendants failed to furnish Plaintiff with an accurate itemized statement in writing
8 on the regular paydays showing gross wages earned, total hours worked, net wages earned, and all
9 applicable hourly rates of pay in effect during the pay period, and the corresponding number of
10 hours worked at each hourly rate.

11 29. Defendants knew that they were required by law to furnish accurate itemized
12 statements in writing and intentionally failed to furnish accurate statements to Plaintiff on the
13 regular paydays.
14

15 30. Plaintiff suffered injury from Defendants' failure to provide accurate itemized
16 statements in writing on the regular paydays. Plaintiff could not promptly and easily determine
17 the amount of gross or net wages earned, the total number of hours worked, or the applicable rates
18 in effect for the corresponding hours.
19

20 **FIFTH CAUSE OF ACTION**

21 **(Failure to Provide Rest Periods and Pay Rest Period Premiums;**

22 **Violation of Labor Code §§226.7, I.W.C. Wage Order No. 16-2001)**

23 31. Plaintiff incorporates the allegations above as though they were fully set forth
24
25 herein.

26 32. Plaintiff often worked in excess of four hours in a workday without being
27 authorized or permitted to take a timely, uninterrupted paid rest period.
28

1 33. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
2 his regular rate of compensation.

3 34. As a proximate result of Defendants' failure to allow Plaintiff to have timely and
4 uninterrupted rest periods and failure to compensate Plaintiff for missed rest periods, Plaintiff has
5 suffered damages and is entitled to penalties in an amount to be proved at trial.
6

7 **SIXTH CAUSE OF ACTION**

8 **(Failure to Provide Employment Records;**

9 **Violation of Labor Code §§226, 247.5, 432, and 1198.5)**

10 35. Plaintiff incorporates the allegations above as though they were fully set forth
11 herein.

12 36. On February 16, 2023, counsel for Plaintiff requested his employment records
13 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants provided some, but not all, of
14 Mr. Juarez's employment records.
15

16 37. As a result, Plaintiff is entitled to statutory penalties.
17

18 **SEVENTH CAUSE OF ACTION**

19 **(Unfair Business Practices, Violation of Bus. & Prof. Code §17200)**

20 38. Plaintiff incorporates the allegations above as though they were fully set forth
21 herein.
22

23 39. Defendants' conduct, as set forth above, violates the California Unfair Competition
24 Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"). Defendants' conduct constitutes unlawful,
25 unfair, or fraudulent business acts or practices in that they willfully fail to pay employees for all
26 hours worked, fail to pay overtime wages, fail to provide rest breaks, fail to provide accurate wage
27 statements, and the like.
28

1 40. As a result of Defendants’ unlawful, unfair, and fraudulent conduct, Plaintiff has
2 suffered injury in fact.

3 41. Plaintiff is informed and believes, and on that basis alleges, that Defendants
4 continue to engage in the unlawful, unfair, and fraudulent practices as alleged herein, and that they
5 will continue to do so unless enjoined by this court.
6

7 42. Pursuant to Bus. & Prof. Code §17203, Plaintiff seeks declaratory and injunctive
8 relief for Defendants’ unlawful, unfair, and fraudulent conduct, and to recover restitution.
9

10 **EIGHTH CAUSE OF ACTION**

11 **(Violations of the California Labor Code under the Private Attorneys General Act**

12 **(Lab. Code §2698, et seq.))**

13 43. Plaintiff incorporates the allegations above as though they were fully set forth
14 herein.

15 44. Plaintiff brings this cause of action in a representative capacity on behalf of
16 himself, his fellow aggrieved employees, and the Labor & Workforce Development Agency
17 (“LWDA”) pursuant to the California Private Attorneys General Act (Labor Code §2698, *et seq.*),
18 and seeks to vindicate his rights under the Labor Code as well as those of all other aggrieved
19 current and former employees of Defendants.
20

21 45. For purposes of this cause of action, the group of aggrieved employees consist of
22 those employees of Defendants working in California (the “Representative Group”) at any time
23 since February 16, 2022, and through the date of entry of final judgment in this matter (the “Claim
24 Period”).
25

26 46. As set forth above, Defendants have violated Labor Code §§201, 202, 204, 226,
27 226.7, 247.5, 510, 558, 1197, and IWC Wage Order No. 16-2001 (8 C.C.R. §11160) with
28

1 respect to Plaintiff and the Representative Group, who have been injured as a result of these
2 violations.

3 47. Plaintiff seeks to recover civil penalties for violations of the Labor Code committed
4 by Defendants against Plaintiff and all other aggrieved employees as set out in the PAGA notice
5 and amended PAGA notice documents submitted to the LWDA. A true and correct copy of the
6 PAGA notice is attached hereto as Exhibit A and the amended PAGA notice is attached hereto as
7 Exhibit B, and their contents are incorporated by reference as though expressly set out herein.

8 48. For the violations of the Labor Code alleged, Plaintiff and other aggrieved
9 employees have no administrative remedies to exhaust.

10 49. Plaintiff has fully complied with notice requirements under PAGA by giving
11 written notice to both the LWDA and Defendants pursuant to Labor Code §2699.3(a)(1)(A), and
12 by paying the filing fee required by subsection (a)(1)(B) of the same.

13 50. Sixty-five calendar days have now passed since Plaintiff gave the LWDA notice of
14 his amended PAGA claims, and the LWDA has not responded or taken any position as to those
15 claims. Accordingly, Plaintiff now has the right to pursue those claims through a representative
16 civil suit pursuant to Labor Code §2699.3(a)(2)(A).

17 51. Plaintiff has been injured as a direct and proximate result of Defendant's violations
18 of the Labor Code as set out in Exhibits A and B.

19 52. Pursuant to Labor Code §2699(a) and (f), Plaintiff accordingly seek to recover civil
20 penalties against Defendants for the specified Labor Code violations against Plaintiff and all other
21 aggrieved employees.

22 53. In addition, Plaintiff seeks to recover their reasonable attorneys' fees and costs
23 pursuant to Labor Code §2699(g)(1).
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2 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

- 3 1. For damages according to proof at trial;
4
5 2. For unpaid wages owed;
6
7 3. For prejudgment interest on that amount at the legal rate;
8
9 4. For one additional hour of pay for each workday that Defendants failed to provide
10 rest periods pursuant to Labor Code Sec. 226.7;
11
12 5. For waiting time penalties pursuant to Labor Code §203;
13
14 6. For penalties pursuant to Labor Code §§226 and 1198.5;
15
16 7. For injunctive relief enjoining Defendants from continuing to engage in the
17 unlawful conduct described herein;
18
19 8. That Defendants be ordered to pay all civil penalties due to Plaintiff, the
20 Representative Group, and the LWDA for Defendant's violations of the Labor Code as alleged, to
21 be distributed to the LWDA and the Representative Group as provided by Labor Code §§558 and
22 2699 and other applicable law
23
24 9. For costs of suit herein incurred, including attorneys' fees; and
25
26 10. For such further relief as the court deems just.
27
28

DATED: June 6, 2023

AIMAN-SMITH & MARCY, P.C.



John A. Lofton, Esq.
Attorney for Plaintiff Juan Juarez

Exhibit A

February 16, 2023

Via Certified Mail

Risse Construction, Inc.
c/o Gregory L. Risse
641 Nelson Lane
Lincoln, CA 95648

Risse Construction, Inc.
P.O. Box 10
Rio Linda, CA 95673

Re: PAGA Notice Pursuant to Labor Code §2699.3(a)(1) re: Violations of the California Labor Code

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Juan Juarez hereby gives notice of violations of the California Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 558, 1194, and IWC Wage Order No. 16-2001 (8 C.C.R. §11160) by Risse Construction, Inc. a.k.a. RCI Plumbing & General Contractors (“Defendant”). Defendant’s legal violations as described herein were and are knowing and intentional.

Mr. Juarez is an aggrieved employee of Defendant as defined by California Labor Code §2699(c) because he was: (1) an employee of Defendant within the past 12 months, (2) against whom Defendant’s violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to Defendant’s Violations of the California Labor Code

Defendant operates a plumbing and contracting business in Sacramento, California. On information and belief, Defendant employs more than fifty employees in California. Mr. Juarez was employed by Defendant as a non-exempt hourly employee from approximately 2013 through March 2022.

Throughout his employment, Defendant failed to accurately pay Mr. Juarez and other employees for hours actually worked. Specifically, Defendant failed to record all hours worked, and would pay Mr. Juarez and other employees only a portion of those

hours. Defendant would sometimes pay Mr. Juarez and other employees additional funds under the table, but the total amount paid would not reflect the total hours worked.

Mr. Juarez worked overtime a few hours weekly and approximately twice per month he worked an extra (overtime) shift on Saturdays. Mr. Juarez was not paid an overtime premium for these overtime hours. Mr. Juarez is informed and believes that other employees were treated similarly.

Defendant failed to provide Mr. Juarez and other employees with timely and uninterrupted rest periods due to inadequate staffing, excessive workload, and otherwise. Because Defendant failed to provide timely rest periods, it owes Mr. Juarez and other employees one hour of compensation for each day worked with a missed rest period. Defendant failed to pay Mr. Juarez or other employees those wages when they were due and failed to pay Mr. Juarez or other employees those wages upon termination.

In connection with this conduct, Defendant failed to accurately pay Mr. Juarez and other employees for overtime work, failed to maintain accurate time records, and failed to provide Mr. Juarez and other employees with accurate, itemized wage statements.

At the conclusion of Mr. Juarez's employment, his final paycheck did not include compensation for the unpaid rest period premiums, overtime premiums, or the other unpaid compensation noted above, and it remains due and owing. Consequently, during the relevant time period, Defendant failed to pay Mr. Juarez and other employees all wages owed at the time of separation or within 72 hours of said employees' resignation and/or termination.

II. Provisions of the California Labor Code Violated by Defendants and Penalties Sought

As a result of Defendant's violations of the California Labor Code, as alleged herein, Mr. Juarez is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of himself and all other former or current California employees of Defendant who were subjected to their violations of the Labor Code as described herein.

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Defendant is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No.

16-2001 (8 C.C.R. §11160), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1194 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, Defendant is subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Defendant is subject to civil penalties in the amount of \$50 for the initial pay period in which the violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 pursuant to Labor Code 226(e).

For failing to maintain time records in violation of Labor Code §247.5 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Mr. Juarez reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH  MARCY
A PROFESSIONAL CORPORATION



John A. Lofton

Exhibit B

March 8, 2023

Via Certified Mail

Risse Construction, Inc.
c/o Gregory L. Risse
641 Nelson Lane
Lincoln, CA 95648

Risse Construction, Inc.
P.O. Box 10
Rio Linda, CA 95673

***Re: AMENDED PAGA Notice Pursuant to Labor Code §2699.3(a)(1) re:
Violations of the California Labor Code***

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Juan Juarez hereby gives amended notice of violations of the California Labor Code §§201, 202, 226, 226.7, 247.5, 510, 558, 1197, and IWC Wage Order No. 16-2001 (8 C.C.R. §11160) by Risse Construction, Inc. a.k.a. RCI Plumbing & General Contractors (“Defendant”). Defendant’s legal violations as described herein were and are knowing and intentional.

Mr. Juarez is an aggrieved employee of Defendant as defined by California Labor Code §2699(c) because he was: (1) an employee of Defendant within the past 12 months, (2) against whom Defendant’s violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to Defendant’s Violations of the California Labor Code

Defendant operates a plumbing and contracting business in Sacramento, California. On information and belief, Defendant employs more than fifty employees in California. Mr. Juarez was employed by Defendant as a non-exempt hourly employee from approximately 2013 through March 2022.

Throughout his employment, Defendant failed to accurately pay Mr. Juarez and other employees for hours actually worked. Specifically, Defendant failed to record all hours worked, and would pay Mr. Juarez and other employees only a portion of those

hours. Defendant would sometimes pay Mr. Juarez and other employees additional funds under the table, but the total amount paid would not reflect the total hours worked.

Mr. Juarez worked overtime a few hours weekly and approximately twice per month he worked an extra (overtime) shift on Saturdays. Mr. Juarez was not paid an overtime premium for these overtime hours. Mr. Juarez is informed and believes that other employees were treated similarly.

Defendant failed to provide Mr. Juarez and other employees with timely and uninterrupted rest periods due to inadequate staffing, excessive workload, and otherwise. Because Defendant failed to provide timely rest periods, it owes Mr. Juarez and other employees one hour of compensation for each day worked with a missed rest period. Defendant failed to pay Mr. Juarez or other employees those wages when they were due and failed to pay Mr. Juarez or other employees those wages upon termination.

In connection with this conduct, Defendant failed to accurately pay Mr. Juarez and other employees for overtime work, failed to maintain accurate time records, and failed to provide Mr. Juarez and other employees with accurate, itemized wage statements.

At the conclusion of Mr. Juarez's employment, his final paycheck did not include compensation for the unpaid rest period premiums, overtime premiums, or the other unpaid compensation noted above, and it remains due and owing. Consequently, during the relevant time period, Defendant failed to pay Mr. Juarez and other employees all wages owed at the time of separation or within 72 hours of said employees' resignation and/or termination.

II. Provisions of the California Labor Code Violated by Defendants and Penalties Sought

As a result of Defendant's violations of the California Labor Code, as alleged herein, Mr. Juarez is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of himself and all other former or current California employees of Defendant who were subjected to their violations of the Labor Code as described herein.

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Defendant is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No.

16-2001 (8 C.C.R. §11160), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1197 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay at least the minimum wage for time worked, in violation of Labor Code §§558 and 1197 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to maintain accurate time and payroll records, and to record meal periods and total hours worked in violation of Labor Code §§247.5, 558, and 1174 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Mr. Juarez reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton