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7 *Aggrieved Employees*

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF RIVERSIDE**

12 MIRNA G. CERVANTES, individually, and
13 on behalf of all other aggrieved employees,

14 Plaintiff,

15 v.

16 LITTLE BAMBINO'S PIZZA, INC., a
17 California corporation; and DOES 1 through
18 50, inclusive,

19 Defendants.
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Case No.: **CVRI 2303066**

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

[California Labor Code § 2698 et seq.]

1 Plaintiff Mirna G. Cervantes (“Plaintiff”) brings this representative action, individually and on
2 behalf of all other aggrieved employees, to recover civil penalties relating to systematic violations of
3 California wage and hour laws by Little Bambino’s Pizza, Inc. (“Little Bambino’s” or “Defendant”).
4 Plaintiff makes the following allegations on information and belief, except as to allegations pertaining
5 to Plaintiff individually, which are based on her personal knowledge.

6 **INTRODUCTION**

7 1. Defendant does business as Little Bambino’s Pizza, Inc., and owns and operates two or
8 more to-go pizza restaurants in southern California.

9 2. In an effort to conserve labor costs, and thereby maximize profits, Defendant has
10 implemented policies and practices that have resulted in systematic violations of California’s wage and
11 hour laws.

12 3. For example, Defendant has implemented unlawful policies with respect to meal and
13 rest breaks. Defendant requires its non-exempt employees, who are informed that the needs of the
14 restaurant and its patrons take top priority, to work through meal and rest breaks, to take untimely meal
15 periods and to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees
16 have been denied the ability to take meal and rest breaks that they were and are legally entitled to take.

17 4. Moreover, Defendant has uniformly failed to pay Plaintiff and other aggrieved
18 employees proper overtime wages and minimum wages due to the fact that it has willfully turned a
19 blind eye to off-the-clock work that Plaintiff and other aggrieved employees perform as a direct
20 consequence of Defendant’s understaffing and imposition of an unreasonable workload.

21 5. Defendant also failed to pay timely wages to current and former employees and has
22 failed to maintain required employee records and provide accurate, itemized wage statements.

23 **JURISDICTION AND VENUE**

24 6. The Superior Court of the State of California has jurisdiction in this matter because
25 Defendant is licensed to do business under the laws of the State of California and does business in the
26 State of California. No federal question is at issue because Plaintiff’s claims are based solely on
27 California law.

28 7. Venue is proper in this judicial district and the County of Riverside because Defendant

1 operates two pizza to go restaurants located in the City of Moreno Valley, located in the County of
2 Riverside. Plaintiff worked at Defendant's Moreno Valley located at 12605 Perris Blvd., Moreno
3 Valley, California, located in the County of Riverside. Plaintiff was employed from October of 2022
4 through November of 2022. The other aggrieved employees also worked for Defendant at its restaurants
5 located in Moreno Valley, California.

6 **THE PARTIES**

7 8. During the statute of limitations period, Plaintiff was employed by Defendant as a cook
8 at its location in Moreno Valley, California.

9 9. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all times
10 relevant hereto was, a corporation organized and existing under the laws of the State of California.

11 10. At all relevant times herein, Defendants were the joint employers of Plaintiff and the
12 other aggrieved employees. Defendants were the alter egos, divisions, affiliates, integrated
13 enterprises, joint employers, integrated enterprise, affiliates, subsidiaries, parents, principals, related
14 entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
15 ostensible, of each other. Each Defendant was completely dominated by its or their co-Defendants,
16 and each was the alter ego of the other. Moreover, at all material times there has been extensive
17 interrelation of operations, common management, centralized control of labor relations with respect
18 to Plaintiff and the other aggrieved employees, and common ownership or financial control between
19 all Defendants.

20 11. Plaintiff is informed and believes, and based thereon alleges, in all respects pertinent to
21 this action, Defendants jointly employed Plaintiff and the other aggrieved employees, and as the agent
22 of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent
23 hereto, and as joint employers are jointly liable for the violations as alleged herein.

24 12. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff
25 at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is informed
26 and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly
27 responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees'
28 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE

1 defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
2 capacities of such DOE defendants when ascertained.

3 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

4 13. On March 23, 2023, Plaintiff gave written notice by certified mail pursuant to California
5 Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and
6 Defendant, of the specific provisions of the California Labor Code and IWC Wage Order alleged to
7 have been violated, including the facts and theories to support the alleged violations. Plaintiff has not
8 received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from
9 the March 23, 2023, postmark date of her written notice before filing this action, Plaintiff has complied
10 with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative
11 action under the California Private Attorneys General Act of 2004 (“PAGA”).

12 14. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
13 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former
14 non-exempt employees of Defendant who are California citizens and performed work for Defendant in
15 the State of California at any time within the period beginning one (1) year prior to the March 23, 2023
16 notice Plaintiff provided to the LWDA and Defendant, and ending at the time this action proceeds to
17 final judgment (“statute of limitations period”).

18 **FACTUAL ALLEGATIONS**

19 **Failure to Provide Required Meal Periods**

20 **[Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order]**

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

27 16. Defendant has implemented several practices that have caused Plaintiff and aggrieved
28 employees to systematically miss and otherwise take non-compliant meal periods. Defendant

1 systematically understaffs its job sites such that aggrieved employees are given so much work to
2 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct
3 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
4 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after
5 working longer than five (5) hours, to perform work during their meal periods, or return to work after
6 taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other aggrieved employees
7 need to secure permission before taking a meal period, which is often denied by supervisors.

8 17. There are also frequent occasions when Plaintiff and aggrieved employees need to
9 perform other duties immediately before the time during which they are legally entitled to take a meal
10 period. Pursuant to Defendant's policies, Plaintiff and aggrieved employees cannot simply drop their
11 job duties and leave a customer, refuse an order or stop cooking in order to take a meal period.
12 Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take late meal periods,
13 return early from meal periods, and even clock out for meal periods but continue working.

14 18. Plaintiff and aggrieved employees need to secure permission before taking a meal
15 period. Plaintiff and aggrieved employees often cannot simply stop taking an order from a customer or
16 stop cooking to take their meal period, and their inability to secure coverage frequently causes them to
17 miss and otherwise take non-compliant meal periods.

18 19. Despite the foregoing, Defendant has implemented a policy and practice of actively
19 discouraging the issuance of meal period premium payments, and in the process, Defendant has violated
20 California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to compensate
21 Plaintiff and aggrieved employees who were not authorized and permitted to take a complete, timely,
22 uninterrupted meal period, one additional hour of compensation at the proper regular rate of pay for
23 each workday that such a meal period was not authorized or permitted.

24 20. Defendant also implemented an unlawful meal period policy by compensating Plaintiff
25 and aggrieved employees for interrupted meal periods only for their actual work time, as opposed to
26 paying them the legally required premium payments for non-compliant meal periods.

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1 **Failure to Provide Required Rest Breaks**

2 **[Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order]**

3 21. During the statute of limitations period, as part of Defendant's illegal policies and
4 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize and
5 permit Plaintiff and other aggrieved employees to take rest breaks as required under California Labor
6 Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

7 22. The same or similar policies and practices that deprive Plaintiff and other aggrieved
8 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
9 take their first and second and third rest breaks. As alleged herein, Defendant understaffs its restaurants,
10 which creates so much work for Plaintiff and other aggrieved employees that they are frequently unable
11 to take rest breaks. Moreover, Plaintiff and aggrieved employees need to first secure permission before
12 taking a rest break. Plaintiff and aggrieved employees often cannot simply stop assisting a customer or
13 stop cooking to take a rest break, and their inability to secure coverage causes them to regularly miss
14 and otherwise take non-compliant rest breaks.

15 23. Defendant also does not provide adequate training regarding its legal obligations with
16 respect to the provision of rest breaks, does not implement a schedule regarding rest breaks for non-
17 exempt employees, and often interrupts staff who try to take rest periods. In short, Defendant essentially
18 has a non-existent rest break policy, as there is no guidance or specification as to when Plaintiff and
19 other aggrieved employees are authorized and permitted to take rest breaks during their shifts.

20 24. Defendant also violated California Labor Code § 226.7, and § 12 of the applicable IWC
21 Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest
22 break, in accordance with the applicable wage order, one additional hour of compensation at the proper
23 regular rate of pay for each workday that a rest break was not provided.

24 **Failure to Pay Overtime Wages**

25 **[Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order]**

26 25. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order,
27 Defendant is required to compensate Plaintiff and other aggrieved employees for all overtime, which
28 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of

1 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
2 consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any
3 workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work
4 in any workweek.

5 26. During the statute of limitations period, Defendant failed to compensate Plaintiff and
6 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
7 of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime
8 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§
9 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
10 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not
11 compensating them for this time, unlawful rounding of time worked by Plaintiff and the other aggrieved
12 employees in favor of Defendant, improperly calculating the regular rate of pay based on bonuses,
13 commissions, and other remuneration, and other methods to be discovered.

14 27. In a short-sighted attempt to maximize profits, Defendant has understaffed its
15 restaurants located in Moreno Valley, California. Not only has this practice resulted in widespread
16 missed meal and rest breaks, but it has also caused Plaintiff and other aggrieved employees to perform
17 work while off-the-clock. Defendant has actual or constructive knowledge of this off-the-clock work
18 and subtly condones it. Plaintiff and other aggrieved employees routinely arrive to work early to check
19 so that they are prepared and ready to begin performing their duties promptly at the start of their shifts,
20 as they must be pursuant to the requirements of Defendant. Defendant knows that Plaintiff and other
21 aggrieved employees perform this work off-the-clock.

22 28. Defendant has knowingly and willfully refused to perform its obligations to compensate
23 Plaintiff and other aggrieved employees for all wages earned and all hours worked in violation of
24 California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

25 **Failure to Pay Minimum Wages**

26 **[Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order]**

27 29. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
28 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll

1 period is unlawful.

2 30. During the statute of limitations period, the hourly rates for Plaintiff and other aggrieved
3 employees were precisely at California minimum wage. Based on this common practice, Defendant
4 failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked by
5 requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock, such
6 as requiring them to work through meal and rest breaks but not compensating them for this time,
7 unlawful rounding of time worked by Plaintiff and the other aggrieved employees in favor of
8 Defendant, and failing to include this time in all hours worked, and other methods to be discovered.

9 31. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
10 of the applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff
11 and other aggrieved employees have been damaged in an amount according to proof at trial. Therefore,
12 pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable law,
13 Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed to
14 them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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

16 **[Labor Code § 204]**

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

25 33. During the statute of limitations period, Defendant has knowingly and willfully failed
26 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
27 regular payroll period as required by California Labor Code § 204, including but not limited to,
28 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation

1 of the regular rate of pay, and for work performed off-the-clock.

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

3 **[Labor Code §§ 201, 202 and 203]**

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

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

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

16 37. During the statute of limitations period, Defendant has willfully failed to pay accrued
17 wages and other compensation to Plaintiff and other aggrieved employees in accordance with California
18 Labor Code §§ 201 and 202. On information and belief, Defendant does not have sufficient policies to
19 provide Plaintiff and other aggrieved employees with their final paychecks within the timeframes
20 required under California law. Defendant continues to fail to properly compensate other aggrieved
21 employees for all hours worked when due, overtime wages, and compensation for non-compliant meal
22 and rest breaks, Defendant also willfully failed and continues to fail to pay accrued wages and other
23 compensation to Plaintiff and other aggrieved employees in accordance with California Labor Code §§
24 201 and 202.

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

26 **[Labor Code § 226(a) and § 7 of the applicable IWC Order]**

27 38. During the statute of limitations period, Defendant routinely failed to provide Plaintiff
28 and other aggrieved employees with timely and accurate itemized wage statements. Defendant's pay

1 stubs have violated California Labor Code § 226. Next, Defendant was and is not providing Plaintiff
2 and other aggrieved employees with proper meal periods and rest breaks but intentionally fails to
3 include in their wage statements one (1) additional hour of compensation at their regular rates of pay
4 for each non-compliant meal period or rest break. Moreover, Defendant has failed to pay proper
5 overtime wages to Plaintiff and other aggrieved employees and its wage statements therefore fail to
6 reflect the correct hourly rates worked by Plaintiff and other aggrieved employees.

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

10 40. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
11 Defendant to provide timely and accurate itemized wage statements because it prevented them from
12 discovering the scope and extent of Defendant's violations of California wage and hour laws, prevented
13 them from being able to accurately determine the gross wages earned, the total hours worked, all
14 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period and
15 the corresponding number of hours worked at each hourly rate and the balance and available amount
16 of sick leave.

17 **Failure to Maintain Required Records**

18 **[Labor Code §§ 226(a); 1174(d); 2810.5; and § 7 of the applicable IWC Order]**

19 41. During the statute of limitations period, as part of Defendant's illegal payroll policies
20 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
21 Defendant knowingly and intentionally failed to maintain records as required under California Labor
22 Code §§ 226(a); 1174(d); 2810.5; and § 7 of the applicable IWC Order, including but not limited to the
23 following records: total daily hours worked by each employee; applicable rates of pay relating to non-
24 discretionary bonuses, including but not limited to, overtime and double-time; all deductions; meal
25 and/or rest periods; time records showing when each employee begins and ends each work period; and
26 accurate itemized statements that reflect all compensation, rates of pay for all compensation paid and
27 remuneration owed and due to them. Defendant had knowledge that it was not providing its non-exempt
28 employees with proper meal and rest periods, but knowingly failed to include in the wage statements

one (1) extra hour of compensation for each missed meal and rest period. Defendant also illegally and inaccurately recorded the time in which Plaintiff and other aggrieved employees worked. Defendant has also failed to maintain accurate, itemized wage statements, as alleged above.

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

[Cal. Lab. Code § 2802]

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

43. During the Statute of Limitations Period, Defendant failed to reimburse aggrieved employees for the purchase of mandatory work shoes, washing and laundering uniforms, usage of their personal cellular phones in addition to personal protective equipment during the COVID-19 pandemic, including face masks and disposable gloves and other supplies. Defendant did not reimburse Plaintiff and other aggrieved employees for the costs of the expenditures relating to their cellular phones, face masks and other supplies.

Failure to Maintain Required Records

[Cal. Lab. Code § 2810.5]

44. During the statute of limitations period, as part of Defendant's illegal payroll policies and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due, Defendant knowingly and intentionally failed to maintain records as required under California Labor Code §2801.5, which requires a California employer to provide written notice at the time of hiring of certain employment related information, including but not limited to, the name of the employer, including any "doing business as" names used by the employer, and the physical address of the employer's main office or principal place of business, and a mailing address, if different.

45. Defendant failed to comply with California Labor Code § 2810.5 by not listing the correct business entity for whom work will be performed by Plaintiff and the other aggrieved employees.

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1 **Failure to Provide Employment Records**

2 **[Labor Code §§ 226 and 1198.5 and § 7 of the applicable IWC Order]**

3 46. California Labor Code §§ 226 and 1198.5 and, § 7 of the applicable IWC wage order
4 require California employers to provide to copies of their personnel files and certain other
5 employment records upon their request.

6 47. On December 20, 2022, January 31, 2023, and March 6, 2023, Plaintiff, through her
7 counsel of record, requested copies of these records from Defendant. Authorization forms, expressly
8 permitting the disclosure of these records to counsel, signed by Plaintiff, were submitted to
9 Defendants along with the request. No response was received from Defendant regarding the request
10 for the payroll records and personnel file.

11 **FIRST CAUSE OF ACTION**

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

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

14 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendants)**

15 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
16 allegations in paragraphs 1 through 47 above.

17 49. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
18 2699(c), and a proper representative to bring a civil action on behalf of herself and other aggrieved
19 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
20 was employed by Defendant and one or more of the alleged California Labor Code violations was
21 committed against Plaintiff during the statute of limitations period.

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

25 51. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
26 penalties from Defendant in a representative action for the violations set forth above, including but not
27 limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558,
28 1174, 1194, 2810.5 and for the violations of the applicable IWC Wage Order alleged above.

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

4 a. Pursuant to California Labor Code § 210, for violations of California Labor
5 Code § 204, Defendant is subject to a civil penalty in the amount of one
6 hundred dollars (\$100) for the initial violation for each failure to pay each
7 employee, and two hundred dollars (\$200) per employee for violations in
8 subsequent pay periods.

9 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
10 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
11 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
12 period where a violation occurs and one thousand dollars (\$1,000) per
13 aggrieved employee for violations in subsequent pay periods.

14 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
15 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
16 (\$500).

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

21 54. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
22 Defendant's violations of California Labor Code provisions for which a civil penalty is not specifically
23 provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204, 226.7, 1197, and
24 2810.5, and for the violations of the applicable IWC Wage Order alleged above.

25 55. All civil penalties sought and recovered under this action will be allocated as follows:
26 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and
27 aggrieved employees.

28 56. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California

1 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees and the
4 State of California, prays for relief against Defendant, as follows:

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

10
11 DATED: June 14, 2023

THE LAW OFFICE OF SCOTT ERNEST WHEELER

12
13 By: 

14 SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

15
16 *Attorneys for Plaintiff*