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Attorneys for Plaintiff and the Aggrieved Employees

Assigned for all purposes:
Judge Lon F. Hurwitz
Dept. CX103

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

LETICIA HERNANDEZ, individually, and
on behalf of all other aggrieved employees,

Plaintiff,

v.

YELLOW BASKET OF MENIFEE, INC., a
California corporation; YELLOW BASKET
OF SANTA ANA, INC., a California
corporation; YELLOW BASKET OF
TEMECULA, INC., a California
corporation; YELLOW BASKET OF
WILDOMAR, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2023-01331657-CU-OE-CXC

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

[California Labor Code § 2698 et seq.]

1 Plaintiff Leticia Hernandez (“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 Yellow Basket of Menifee, Inc., Yellow Basket of Santa Ana, Inc.,
4 Yellow Basket of Temecula, Inc., and Yellow Basket of Wildomar, Inc. (“Employers” or
5 “Defendants”). Plaintiff makes the following allegations on information and belief, except as to
6 allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

7 **INTRODUCTION**

8 1. Defendants own and operate a chain of restaurants in Southern California. Plaintiff,
9 along with other non-exempt employees of Defendants, worked and performed duties and tasks at these
10 restaurants and additionally, received wages from Defendants.

11 2. Defendants implemented common policies and practices within their restaurants that
12 have resulted in systematic violations of California’s wage and hour laws.

13 3. Yellow Basket of Menifee, Inc. (“Yellow Basket Menifee” or jointly referred to as
14 “Employers” or “Defendants” collectively), owns and operates a casual diner restaurant.

15 4. Yellow Basket of Santa Ana, Inc. (“Yellow Basket Santa Ana” or jointly referred to as
16 “Employers” or “Defendants” collectively), owns and operates a casual diner restaurant.

17 5. Yellow Basket of Temecula, Inc. (“Yellow Basket Temecula” or jointly referred to as
18 “Employers” or “Defendants” collectively), owns and operates a casual diner restaurant.

19 6. Yellow Basket of Wildomar, Inc. (“Yellow Basket Wildomar” or jointly referred to as
20 “Employers” or “Defendants” collectively), owns and operates a casual diner restaurant.

21 7. In an effort to conserve labor costs, and thereby maximize profits, Defendants have
22 implemented policies and practices that have resulted in systematic violations of California’s wage and
23 hour laws.

24 8. For example, Defendants have implemented unlawful policies with respect to meal and
25 rest breaks. Defendants require the non-exempt employees, who are informed that the needs of the
26 restaurant and its patrons take top priority, to work through meal and rest breaks, to take untimely meal
27 periods and to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees
28 have been denied the ability to take meal and rest breaks that they were and are legally entitled to take.

9. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved employees proper overtime wages and minimum wages due to the fact that it has willfully turned a blind eye to off-the-clock work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendants' understaffing and imposition of an unreasonable workload.

10. Defendants also failed to pay timely wages to current and former employees and has failed to maintain required employee records and provide accurate, itemized wage statements.

JURISDICTION AND VENUE

11. The Superior Court of the State of California has jurisdiction in this matter because Defendants are licensed to do business under the laws of the State of California and do business in the State of California. No federal question is at issue because Plaintiff's claims are based solely on California law.

12. Venue is proper in this judicial district and the County of Orange because Defendants maintain their corporate headquarters and the Officers and Directors are located in the County of Orange. Moreover, many of the policies and procedures applicable to Plaintiff and the other aggrieved employees were created and implemented in the County of Orange.

THE PARTIES

13. During the statute of limitations period, Plaintiff was employed by Defendants as a Dishwasher at their location in Wildomar, California.

14. Defendants are, and at all times relevant herein were, organized and existing under the laws of the State of California. On information and belief, Defendants are authorized to conduct business in the State of California and does conduct business in the State of California.

15. At all relevant times herein, Defendants were the joint employers of Plaintiff and aggrieved employees. Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely dominated by his, her or its co-Defendants, and each was the alter ego of the other. Moreover, at all material times there has been extensive interrelation of operations, common management, centralized control of labor relations with respect to Plaintiff and Class members, and

1 common ownership or financial control between all Defendants.

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

9 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

10 17. On March 17, 2023, Plaintiff gave written notice by certified mail pursuant to California
11 Labor Code § 2699.3, to the California Labor and Workforce Development Agency ("LWDA") and
12 Defendants of the specific provisions of the California Labor Code and IWC Wage Order alleged to
13 have been violated, including the facts and theories to support the alleged violations. Plaintiff has not
14 received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from
15 the March 17, 2023, postmark date of her written notice before filing this action, Plaintiff has complied
16 with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative
17 action under the California Private Attorneys General Act of 2004 ("PAGA").

18 18. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
19 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former
20 non-exempt employees of Defendants who are California citizens and performed work for Defendants
21 in the State of California at any time within the period beginning one (1) year prior to the March 17,
22 2023, notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action
23 proceeds to final judgment ("statute of limitations period").

24 **FACTUAL ALLEGATIONS**

25 **Failure to Provide Required Meal Periods**

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

27 19. During the statute of limitations period, as part of Defendants' illegal policies and
28 practices to minimize labor costs and maximize corporate profits, Defendants have required, permitted

1 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods, to
2 completely skip their meal periods, to take late and short meal periods, and Defendants have otherwise
3 failed to provide the required meal periods to Plaintiff and aggrieved employees as required under
4 California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order.

5 20. Defendants have implemented several practices that have caused Plaintiff and aggrieved
6 employees to systematically miss and otherwise take non-compliant meal periods. Defendants
7 systematically understaff job sites such that non-exempt employees are given so much work to
8 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct
9 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
10 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after
11 working longer than five (5) hours, to perform work during their meal periods, or return to work after
12 taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other aggrieved employees
13 need to secure permission before taking a meal period, which is often denied by supervisors.

14 21. There are also frequent occasions when Plaintiff and aggrieved employees need to
15 perform other duties immediately before the time during which they are legally entitled to take a meal
16 period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply drop their
17 job duties and leave a customer, refuse an order or stop cleaning in order to take a meal period.
18 Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take late meal periods,
19 return early from meal periods, and even clock out for meal periods but continue working.

20 22. Plaintiff and aggrieved employees need to secure permission before taking a meal
21 period. Plaintiff and aggrieved employees often cannot simply stop taking an order from a customer or
22 stop cleaning to take their meal period, and their inability to secure coverage frequently causes them to
23 miss and otherwise take non-compliant meal periods.

24 23. Despite the foregoing, Defendants have implemented a policy and practice of actively
25 discouraging the issuance of meal period premium payments, and in the process, Defendants have
26 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to
27 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
28 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper regular

1 rate of pay for each workday that such a meal period was not authorized or permitted.

2 24. Defendants also implemented an unlawful meal period policies by compensating
3 Plaintiff and aggrieved employees for interrupted meal periods only for their actual work time, as
4 opposed to paying them the legally required premium payments for non-compliant meal periods.

5 **Failure to Provide Required Rest Breaks**

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

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

11 26. The same or similar policies and practices that deprive Plaintiff and other aggrieved
12 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
13 take their first and second and third rest breaks. As alleged herein, Defendants understaff their
14 restaurants, which create so much work for Plaintiff and other aggrieved employees that they are
15 frequently unable to take rest breaks. Moreover, Plaintiff and aggrieved employees need to first secure
16 permission before taking a rest break. Plaintiff and aggrieved employees often cannot simply stop
17 assisting a customer or stop cleaning to take a rest break, and their inability to secure coverage causes
18 them to regularly miss and otherwise take non-compliant rest breaks.

19 27. Defendants also do not provide adequate training regarding their legal obligations with
20 respect to the provision of rest breaks, do not implement a schedule regarding rest breaks for non-
21 exempt employees, and often interrupt staff who try to take rest periods. In short, Defendants essentially
22 have non-existent rest break policies, as there is no guidance or specification as to when Plaintiff and
23 other aggrieved employees are authorized and permitted to take rest breaks during their shifts.

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

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order]

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

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

31. In a short-sighted attempt to maximize profits, Defendants have understaffed their restaurants. Not only has this practice resulted in widespread missed meal and rest breaks, but it has also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendants have actual or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and other aggrieved employees routinely arrive to work early to check so that they are prepared and ready to begin performing their duties promptly at the start of their shifts, as they must be pursuant to the requirements of Defendants. Defendants know that Plaintiff and other aggrieved employees perform this work off-the-clock.

32. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in

1 violation of California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

2 **Failure to Pay Minimum Wages**

3 **[Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order]**

4 33. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
5 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
6 period is unlawful.

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

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

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

21 **[Cal. Labor Code § 204]**

22 36. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
23 15th days of any calendar month, Defendants are required to pay their nonexempt employees between
24 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
25 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,
26 Defendants are required to pay their non-exempt employees between the 1st and 10th day of the
27 following calendar month. In addition, California Labor Code § 204 provides that all wages earned for
28 labor in excess of the normal work period shall be paid no later than the payday of the next regular

1 payroll period.

2 37. During the statute of limitations period, Defendants have knowingly and willfully failed
3 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
4 regular payroll period as required by California Labor Code § 204, including but not limited to,
5 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
6 of the regular rate of pay, and for work performed off-the-clock.

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

8 **[Cal. Labor Code §§ 201, 202 and 203]**

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

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

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

21 41. During the statute of limitations period, Defendants have willfully failed to pay accrued
22 wages and other compensation to Plaintiff and other aggrieved employees in accordance with California
23 Labor Code §§ 201 and 202. On information and belief, Defendants do not have a sufficient policy to
24 provide aggrieved employees with their final paychecks within the timeframes required under
25 California law. Defendants continue to fail to properly compensate other aggrieved employees for all
26 hours worked when due, overtime wages, and compensation for non-compliant meal and rest breaks,
27 Defendants also willfully failed and continue to fail to pay accrued wages and other compensation to
28 the aggrieved employees in accordance with California Labor Code §§ 201 and 202.

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

2 **[Cal. Lab. Code § 226, § 7 of the applicable IWC Order and §§248.1(b)(2)(D),**
3 **248.2 and 248.6, et seq.]**

4 43. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
5 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements in
6 accordance with Labor Code § 226(a) and.

7 42. During the statute of limitations period, Defendants routinely failed to provide Plaintiff
8 and other aggrieved employees with timely and accurate itemized wage statements. Defendants' pay
9 stubs have violated California Labor Code § 226. Next, Defendants are not providing Plaintiff and
10 other aggrieved employees with proper meal periods and rest breaks but intentionally fail to include in
11 their wage statements one (1) additional hour of compensation at their regular rates of pay for each
12 non-compliant meal period or rest break. Moreover, Defendants have failed to pay proper overtime
13 wages to Plaintiff and other aggrieved employees and their wage statements therefore fail to reflect the
14 correct hourly rates worked by Plaintiff and other aggrieved employees. Defendants also failed to
15 provide for supplemental COVID-19 on the wage statements of Plaintiff and the other aggrieved
16 employees pursuant to California Labor Code §§ 248.1(b)(2)(D), 248.2 and 248.6, et seq.

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

20 44. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
21 Defendants to provide timely and accurate itemized wage statements because it prevented them from
22 discovering the scope and extent of Defendants' violations of California wage and hour laws, prevented
23 them from being able to accurately determine the gross wages earned, the total hours worked, all
24 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period and
25 the corresponding number of hours worked at each hourly rate and the balance and available amount
26 of sick leave.

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1 **Failure to Pay COVID-19 Supplemental Sick Leave**

2 **[Cal. Lab. Code §§ 248.2 and 248.6, et seq.]**

3 48. During the Statute of Limitations Period, Defendants failed to provide 80 hours of
4 COVID-19 Supplemental Paid Sick leave and compensate aggrieved employees at their regular rate of
5 pay for supplemental sick leave, i.e., their highest regular rate of pay, taking into consideration non-
6 discretionary bonuses, etc., in violation of California Labor Code § 248.1(b)(3)(A). Defendants also
7 failed to provide COVID-19 Supplemental Sick Leave to aggrieved employees in violation of
8 California Labor Code § 248.1(b)(2)(D). Moreover, Defendants also failed to accurately reflect any
9 offset and/or the current amount of COVID-19 Supplemental Sick Leave available to aggrieved
10 employees on their wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2
11 and 248.6, et seq. for the reasons provided herein.

12 **Failure to Indemnify Employees for Necessary Expenditures**

13 **[Cal. Lab. Code §2802]**

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

17 50. During the Statute of Limitations Period, Defendants have failed to reimburse aggrieved
18 employees for the usage of their personal cellular phones in addition to personal protective equipment
19 during the COVID-19 pandemic, including face masks and disposable gloves and other supplies.
20 Defendants did not reimburse Plaintiff and other aggrieved employees for the costs of the expenditures
21 relating to their cellular phones, face masks and other supplies.

22 **FIRST CAUSE OF ACTION**

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

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

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

26 51. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 50 above.

28 52. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §

1 2699(c), and a proper representative to bring a civil action on behalf of herself and other aggrieved
2 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
3 was employed by Defendants and one or more of the alleged California Labor Code violations was
4 committed against Plaintiff during the statute of limitations period.

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

8 54. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
9 penalties from Defendants in a representative action for the violations set forth above, including but
10 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512,
11 558, 1174, 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

12 55. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
13 against Defendants for violations of California Labor Code provisions for which a civil penalty is
14 specifically provided, including but not limited to, the following:

- 15 a. Pursuant to California Labor Code § 210, for violations of California Labor
16 Code § 204, Defendants are subject to a civil penalty in the amount of one
17 hundred dollars (\$100) for the initial violation for each failure to pay each
18 employee, and two hundred dollars (\$200) per employee for violations in
19 subsequent pay periods.
- 20 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
21 Code § 226(a), Defendants are subject to a civil penalty in the amount of two
22 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
23 period where a violation occurs and one thousand dollars (\$1,000) per
24 aggrieved employee for violations in subsequent pay periods.
- 25 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
26 Code § 1174(d), Defendants are subject to a civil penalty of five hundred
27 dollars (\$500).

28 56. California Labor Code § 2699(f) provides that for all California Labor Code violations

1 for which a civil penalty is not specifically provided, the following civil penalties are established: one
2 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
3 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

4 57. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
5 Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically
6 provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204, 226.7, 246, 248.1,
7 et seq., 248.2, et seq., and 1197, and for the violations of the applicable IWC Wage Order alleged above.

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

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

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees and the
15 State of California, prays for relief against Defendants, as follows:

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

21 DATED: June 14, 2023

THE LAW OFFICE OF SCOTT ERNEST WHEELER

22 

23 By: _____
24 SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

25 *Attorneys for Plaintiff and the Aggrieved Employees*
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