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County of San Diego

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Clerk of the Superior Court
By Nora Lopez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

SALVADOR VELEZ, in his capacity as
the State of California's designated
proxy under the Private Attorneys
General Act and on behalf of others,

Plaintiffs,

vs.

ESSEX PROPERTY TRUST, INC., a
Maryland corporation; EPT, SPE LLC, a
California limited liability company;
ESSEX PORTFOLIO, L.P., a California
limited partnership; ESSEX
PORTFOLIO MANAGEMENT, L.P., a
California limited partnership; and
ESSEX MANAGEMENT
CORPORATION, INC., a California
Corporation; and DOES 1 through 50
inclusive

Defendants.

Case No.: 37-2023-00020787-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay State
Minimum/Regular Wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Make Payments Within
the Required Time;**
- 4. Meal and Rest Break Labor Code
Violations;**
- 5. Failure to Provide Accurate Wage
Statements;**
- 6. Failure to Maintain Records;**
- 7. Failure to Reimburse Work
Related Expenses;**
- 8. Failure to Properly Pay Sick/PTO
Pay; and**
- 9. Claim for miscellaneous Labor
Code Violations via the PAGA.**

1 Plaintiff SALVADOR VELEZ, in his capacity as the State of California's
2 designated proxy under the Private Attorneys General Act and on behalf of Aggrieved
3 Employees (collectively the "Plaintiffs"), alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a representative action under the Private Attorneys General Act
6 (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*

7 2. By this action, Plaintiffs seek only civil penalties only, not individualized
8 damages, for Defendants' violations of the California Labor Code. (*Piplack v. In-N-*
9 *Out Burgers* (2023) 88 Cal.App.5th 1281; *Galarsa v. Dolgen California, LLC* (2023)
10 88 Cal.App.5th 639; *Gregg v. Uber Technologies, Inc.* (Mar. 24, 2023, No. B302925)
11 ___ Cal.App.5th ___ [2023 Cal. App. LEXIS 221]; *Million Seifu v. Lyft, Inc.* (Mar. 30,
12 2023, No. B301774) ___ Cal.App.5th ___ [2023 Cal. App. LEXIS 247]; *Prostek v.*
13 *Lincare Inc.* (E.D. Cal. March 21, 2023) 2023 U.S. Dist. LEXIS 48155.)

14 **JURISDICTION AND VENUE**

15 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter
16 jurisdiction is proper in the Superior Court of California, County of San Diego, State
17 of California because Plaintiffs allege claims arising under California law.

18 4. This Court has jurisdiction over the Defendants because each is an
19 association, corporation, business entity, or individual that conducts substantial
20 business in the State of California, County of San Diego, to wit: apartment buildings
21 named Allure at Scripps Ranch, Bernardo Crest, Cambridge Park, Carmel Creek,
22 Carmel Landing, Carmel Summit, CentrePointe, Esplanade, Form 15, Montanosa, and
23 Summit Park, among many others in the County of San Diego that Defendants own
24 and manage and where at Defendants employ hundreds of Aggrieved Employees.
25 (See 2022 Annual Report, [https://investors.essexapartmenthomes.com/financials-sec-](https://investors.essexapartmenthomes.com/financials-sec-filings/annual-reports/default.aspx)
26 [filings/annual-reports/default.aspx](https://investors.essexapartmenthomes.com/financials-sec-filings/annual-reports/default.aspx).)

27 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is
28 proper in the Superior Court of California for the County of San Diego because this is

1 where Defendants conduct substantial business. (*Ibid.*)

2 **THE PARTIES**

3 6. The State of California is the real party in interest in a PAGA action.
4 (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81 [the “government entity on
5 whose behalf the plaintiff files suit is always the real party in interest.”].)

6 7. Plaintiff SALVADOR VELEZ is an individual that resides in California.

7 8. Defendant ESSEX PROPERTY TRUST, INC. is a Maryland corporation
8 doing business in California.

9 9. Defendant EPT, SPE LLC is a California limited liability company doing
10 business in California.

11 10. ESSEX PORTFOLIO, L.P. is a California limited partnership doing
12 business in California.

13 11. ESSEX PORTFOLIO MANAGEMENT, L.P. is a California limited
14 partnership doing business in California.

15 12. ESSEX MANAGEMENT CORPORATION, INC. is a California
16 Corporation doing business in California.

17 13. The true names and capacities, whether individual, corporate, associate,
18 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
19 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
20 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
21 seek leave to amend this Complaint to allege the true names and capacities of DOES
22 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and
23 believes, and based thereon alleges, that each of the DOE Defendants is in some
24 manner liable to Plaintiffs for the events and actions alleged herein. All named
25 Defendants and DOES 1 through 50 are collectively referred to as “Defendants.”

26 14. Plaintiffs are informed and believe, and based thereon allege that at all
27 times relevant herein each Defendant was acting as an agent, joint venture, or as an
28 integrated enterprise and/or alter ego for each of the other Defendants, and each was a

1 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
2 that each is responsible for the acts of the other in connection with the conspiracy and
3 in proximate connection with the other Defendants.

4 15. Plaintiffs are informed and believe, and based thereon allege that each
5 Defendant was acting partly within and partly without the scope and course of their
6 employment, and was acting with the knowledge, permission, consent, and
7 ratification of every other Defendant.

8 16. Plaintiffs are informed and believe, and based thereon allege that each
9 of the Defendants was an agent, managing general partner, managing member, owner,
10 co-owner, partner, employee, and/or representative of each of the Defendants, and
11 were at all times material hereto, acting within the purpose and scope of such agency,
12 employment, contract and/or representation, and that each of them are jointly and
13 severally liable to Plaintiffs for the acts alleged herein

14 17. Plaintiffs are informed and believe, and based thereon allege that each
15 of the Defendants are liable to Plaintiffs under legal theories and doctrines including
16 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
17 alter ego, based in part, on the facts set forth below.

18 18. Plaintiffs are informed and believe, and based thereon allege that each of
19 the named Defendants are part of an integrated enterprise and have acted or currently
20 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
21 the wage and hour violations alleged herein.

22 **GENERAL ALLEGATIONS**

23 19. Defendants are generally in the apartment rental business.

24 20. At all times relevant, Defendants employed Plaintiff VELEZ as a
25 “Leasing Specialist” on an hourly basis as a non-exempt nonunion worker who
26 performed work in California from about September 3, 2021 until Defendants
27 terminated him on or about December 28, 2022.

28 21. The named Plaintiff is an “aggrieved employee” because Defendants

1 employed Plaintiff in California and Plaintiff experienced one or more of the alleged
2 Labor Code violations committed against the Plaintiff, and therefore the named
3 Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all
4 violations committed against the Represented Employees, who are also aggrieved
5 employees as defined by Labor Code § 2699(c).

6 22. California law provides that an aggrieved employee may file a
7 representative action under the PAGA against an employer for civil penalties in
8 connection with violations of the Labor Code and Wage Order.

9 23. On information and belief, current and former employees of Defendants
10 suffered from Defendants' Labor Code violations.

11 **Wage Statement Claims.**

12 24. From at least one year before the filing of this action and continuing to
13 the present, and pursuant to company policy and/or practice and/or direction,
14 Plaintiffs are informed and believe, and therefore allege that Defendants issued
15 Plaintiff VELEZ and other Aggrieved Employees erroneous wage and earning
16 statements.

17 25. Section 12928 of the California Government Code presumes the
18 employer is the entity identified on employee's W-2.

19 26. During all times relevant, Defendants issued the named Plaintiff and
20 presumably other Aggrieved Employees W-2's that said "EPT SPE LLC" was their
21 employer

22 27. Defendants issued to Plaintiff VELEZ and presumably other Aggrieved
23 Employees wage and earning statements, however, that said, "ESSEX PROPERTY
24 TRUST, INC." was there employer in violation of Labor Code § 226(a)(8).

25 28. Adding to the confusion, Plaintiff signed an agreement that defined
26 "Company" to:

27 mean jointly and individually EPT, SPE LLC, a California limited liability
28 company; Essex Property Trust, Inc., a Maryland corporation; Essex
Portfolio, L.P., a California limited partnership; Essex Portfolio

Management, L.P., a California limited partnership; and Essex Management Corporation, Inc., a California Corporation and any of its or their parents, subsidiaries, or affiliated companies, and its or their current and former officers, directors, agents, employees, representatives, owners, shareholders, and all successors and assigns of any of them, each of which are parties to or intended third party beneficiaries of this Agreement.

29. In addition to the foregoing stand-alone claim under Labor Code § 226, Plaintiffs are informed and believe, and therefore allege that the named Plaintiff's paystubs and those of similarly situated employees of Defendants were inaccurate because Defendants failed to pay them all wages to which they had a right to receive, as alleged herein, supporting a derivative claim under Labor Code § 226.

30. As to Plaintiffs' PAGA case, this claim is also premised, in part, on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

Wage Claims.

31. From at least one year before the filing of this action and continuing to the present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are informed and believe, and therefore allege, that Defendants employed failed to pay Aggrieved Employees all wages, e.g., overtime, minimum wages, etc., as required by law.

32. During all times relevant, Defendants paid Plaintiff and similarly situated Aggrieved Employees commissions for obtaining new tenants to lease the properties Defendants managed.

33. California Labor Code § 2751 requires that employment contracts that involve commission payments be in writing, signed by the employer and the employee, and that every employee is given a signed copy of this employment contract.

34. Despite the requirement of Labor Code § 2751, to date, Defendants have provided Plaintiff's commission agreement (violations of Labor Code §§ 226, 1198.5, and 2751) signed only by the Plaintiff, not the Defendants, and based thereon

1 Plaintiffs allege that Defendants failed to comply with Labor Code § 2751.

2 35. Moreover, Plaintiff believes Defendants have underpaid commissions to
3 Plaintiff and potentially many other Aggrieved Employees in violation of the Labor
4 Code.

5 36. According to § 49.1.1 of the California Division of Labor Standards and
6 Enforcement Policies and Interpretations Manual, “In California, as with the federal
7 FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay
8 includes many different kinds of remuneration, for example: hourly earnings, salary,
9 piecework earnings, *commissions*, certain bonuses, and the value of meals and
10 lodging.” (Emphasis added.)

11 37. In addition to the foregoing, Plaintiffs are informed and believe, and
12 therefore allege, that Defendants have underpaid overtime and sick pay to Aggrieved
13 Employees in violation of the Labor Code because the Defendants did not include all
14 earned commission pay as part of his regular rate of pay toward their sick and
15 overtime compensation, in an amount to be proven at trial.

16 38. For example, during the pay period from July 4, 2022 to July 17, 2022,
17 Defendants paid the named Plaintiff Paid Time Off (PTO) pay at Plaintiff’s regular
18 rate of \$20.28, yet during the same pay period Defendants paid Plaintiff (late in
19 violation of Labor Code § 204) a commission in the amount of \$900, which sum was
20 not included into the Plaintiff’s regular rate of pay when calculating Plaintiff’s PTO
21 rate of pay in violation of California law.

22 39. Similarly, during the pay period from August 1, 2022 to August 14,
23 2022, Defendants paid Plaintiff PTO pay at Plaintiff’s regular rate of \$20.28, yet
24 during the same pay period Defendants paid Plaintiff (late in violation of Labor Code
25 § 204) a commission in the amount of \$300, which sum was not included into the
26 Plaintiff’s regular rate of pay when calculating Plaintiff’s PTO rate of pay in violation
27 of California law.

28 40. Likewise, during the pay period from June 6, 2022 to June 19, 2022,

1 Defendants paid Plaintiff sick pay at Plaintiff's at \$30.42 per hour, yet during the
2 same pay period Defendants paid Plaintiff (late in violation of Labor Code § 204) a
3 commission in the amount of \$1,500, which sum it appears was not included into the
4 Plaintiff's regular rate of pay when calculating Plaintiff's sick pay rate of pay in
5 violation of California law.

6 41. By way of further example, during the pay period from December 5,
7 2022 to December 18, 2022, Defendants paid PTO to Plaintiff at Plaintiff's regular
8 rate of \$20.28, yet during the same pay period Defendants paid Plaintiff (late in
9 violation of Labor Code § 204) a commission in the amount of \$600, which sum was
10 not included into the Plaintiff's regular rate of pay when calculating Plaintiff's PTO
11 rate of pay in violation of California law.

12 42. Another Labor Code violation appears during Plaintiff's pay period from
13 August 1, 2022 to August 14, 2022, where Defendants paid Plaintiff sick pay for eight
14 hours at \$12.02 per hour, but \$12.02 per hour was not Plaintiff's regular rate of pay in
15 violation of California law, and during the same pay period and reported on the same
16 paystub, Defendants confusingly subtracted eight hours of sick pay at \$10.14 per
17 hour, all violations of the Labor Code, including but not limited to Labor Code §§
18 226, 246, 222, 224. (Similar problems exist for Plaintiff's pay periods of May 9, 2022
19 to May 22, 2022 and July 4, 2022 to July 17, 2022.)

20 43. These are a few examples of Defendants' Labor Code violations
21 concerning wages.

22 44. This claim is also premised, in part, on Plaintiffs' right to pursue all
23 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
24 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

25 **Failure to Pay Meal and Rest Break Premiums.**

26 45. From at least one year before the filing of this action and continuing to
27 the present, and pursuant to company policy and/or practice and/or direction,
28 Plaintiffs are informed and believe and based thereupon allege that Defendants

1 deprived Plaintiffs and other hourly employees from taking lawful meal and rest
2 periods and did not pay and refused to pay premium pay to workers despite knowing
3 its workers involuntarily missed their meal and rest breaks.

4 46. Plaintiffs are informed and believe and based thereupon allege that also
5 because of Defendants' policy, Defendants prevented Aggrieved Employees from
6 taking all their uninterrupted rest breaks to which they had the right to enjoy in an
7 amount to be proven at trial, and Defendants failed to pay them premium pay as
8 required under California law. (*See Augustus v. ABM Security Services* (2016) 2
9 Cal.5th 257.)

10 47. This claim is premised on Plaintiffs' right to pursue all Labor Code
11 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
12 *USA, Inc.* (2018) 23 Cal.App.5th 745.

13 **Unreimbursed Work-Related Expense Claims.**

14 48. From at least one year before the filing of this action and continuing to
15 the present, and pursuant to company policy and/or practice and/or direction,
16 Plaintiffs are informed and believe and based thereupon allege that Defendants failed
17 to reimburse its employees for work-related expenses.

18 49. For example, Defendants implemented a wireless stipend plan to
19 reimburse its employees for work-related use of its employees' personal cell phones
20 in the amount of \$50 per month, but Plaintiffs are informed and believe and based
21 thereupon allege that \$50 per month is insufficient to cover the average personal cell
22 phone bill for Aggrieved Employees. ([https://www.moneylion.com/learn/average-](https://www.moneylion.com/learn/average-cell-phone-bill-per-month)
23 [cell-phone-bill-per-month](https://www.moneylion.com/learn/average-cell-phone-bill-per-month) [average bill is \$127.27 per month.]

24 50. This claim is also premised, in part, on Plaintiffs' right to pursue all
25 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
26 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

27 **Derivative Claims.**

28 51. From at least one year before the filing of this action and continuing to

1 the present, and pursuant to company policy and/or practice and/or direction,
2 Plaintiffs and others did not receive their final paychecks immediately upon
3 involuntary termination or within 72 hours of voluntary separation, were not paid
4 final wages at the location of employment, and said final paychecks did not include
5 all wages due to the employee.

6 52. Plaintiff VELEZ did not receive his final paycheck immediately upon
7 involuntary termination or within 72 hours of voluntary separation and said final
8 paychecks did not include all wages due to the employee.

9 53. For example, on or about December 28, 2022, Defendants terminated
10 Plaintiff's employment.

11 54. The date of Plaintiff's last paycheck, however, is December 29, 2022--
12 one day late in violation of Labor Code § 201.

13 55. Further, on or about January 20, 2023, many weeks later in violation of
14 California law, Defendants issued Plaintiff an additional payment for commissions
15 Defendants owed him, in the gross sum of \$900.

16 56. Likewise, on or about February 17, 2023, Defendants issued Plaintiff an
17 additional payment for commissions Defendants owed him, in the gross sum of \$400.

18 57. Similarly, on or about March 3, 2023, Defendants issued Plaintiff
19 another payment in the gross sum of \$1,172.78 presumably for unpaid wages.

20 58. When Defendants terminated Plaintiff VELEZ, Plaintiff alleges that
21 Defendants failed to pay Plaintiff VELEZ all unpaid wages in his final paycheck or in
22 a timely manner pursuant to law.

23 59. Based on the foregoing misconduct, Defendants also issued Plaintiff
24 erroneous paystubs.

25 60. To date, Plaintiff alleges that Defendants have not paid Plaintiff all of the
26 named Plaintiff's wages due and payable, in an amount to be proven at trial.

27 61. Plaintiffs' derivative claims are also premised, in part, on Plaintiffs' right
28 to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v.*

1 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

2 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

3 62. This wage and hour representative action filed pursuant to PAGA, §§
4 2698, 2699 generally consists of the following group:

5 **All current or former employees Defendants employed in**
6 **California from April 3, 2022 to the present.**

7 63. All members of the represented group are referred to as the “Aggrieved
8 Employees.”

9 64. The “Representative Period” means from **April 3, 2022 to the present.**

10 65. Plaintiff further alleges, on information and belief, that Aggrieved
11 Employees, did not receive all wages due at the time their employment ended with
12 Defendants.

13 66. On information and belief, Defendants current and former employees
14 were subject to wage and hour violations by Defendants, including failing to be paid
15 for all wages due.

16 67. California law provides that an employee may file an action against an
17 employer for penalties in connection with violations of the Labor Code and Wage
18 Orders provided the aggrieved employee file an action on behalf of him or herself and
19 similarly situated current and former employees.

20 68. At all material times, Defendants and DOES 1 through 50 were and/or
21 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
22 Employees’ employer, within the meaning of California Labor Code § 558, who
23 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
24 Labor Code or any provision regulating hours and days of work in any Order of the
25 Industrial Welfare Commission and, as such, are subject to penalties for each
26 underpaid employee as set for in Labor Code § 558.

27 69. As set forth in further detail below, because of the analysis and
28 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent the required

1 correspondence to the California Labor and Workforce Development Agency
2 (“LWDA”) and to Defendants informing Defendants of Plaintiffs’ claims and
3 Plaintiffs’ intent to pursue litigation.

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 70. Pursuant to the PAGA, on **April 3, 2023**, Plaintiffs, *et al.*, via counsel,
6 sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating
7 that Plaintiffs are pursuing the claims alleged in this Complaint.

8 71. The statutory period for Plaintiffs has not expired for the letter alleged
9 above and the LWDA did not serve Plaintiffs with notice of intent to assume
10 jurisdiction over the applicable penalty claims and did not provide notice as set forth
11 in Labor Code § 2699.3(a)(2)(A) within the statutory period.

12 72. Therefore, Plaintiffs have not exhausted Plaintiffs’ administrative
13 remedies to pursue claims and remedies as authorized by the PAGA, but once the
14 statutory waiting period expires, Plaintiffs will file an amended Complaint.

15 73. The Causes of Action alleged herein are appropriately suited for a
16 Representative Action under PAGA (Labor Code § 2698, *et seq.*) because:

- 17 a. This action involves allegations of violations of provisions of
18 the California Labor Code that provide for a civil penalty to be
19 assessed and collected by the LWDA or any departments,
20 divisions, commissions, boards, agencies, or employees;
21 b. Plaintiffs are “aggrieved employees” because Plaintiffs were
22 employed by the alleged violator and had one or more of the
23 Labor Code violations alleged on this Complaint committed
24 against them; and
25 c. Plaintiffs have satisfied the procedural requirements of
26 Labor Code § 2699.3, as set forth above.
- 27
28

1 **FIRST CAUSE OF ACTION**

2 **Representative Claim via the PAGA for**
3 **Failure to Pay State Minimum/Regular Wages**
4 **in Violation of California Labor Code §§ 200, 227.3, 1194,**
5 **1197, 1811, 1815, and 1198 via the applicable Wage Order**
6 **(Against all Defendants)**

7 74. Plaintiffs re-allege and incorporate by reference the foregoing allegations
8 as though set forth herein.

9 75. Pursuant to California law, including but not limited to Labor Code §§
10 200, 1194, 1197, 1197.1, 1811, 1815, and 1198, it is unlawful for a California
11 employer to suffer or permit an employee to work without paying wages for all hours
12 worked, as required by the applicable Industrial Welfare Commission (IWC) Wage
13 Order.

14 76. Labor Code § 227.3 provides that “[u]nless otherwise provided by a
15 collective bargaining agreement, whenever a contract of employment or employer
16 policy provides for vacation time, all vested vacation shall be paid to him as wages in
17 accordance with such contract or employment or employer policy respecting
18 eligibility or time served; provided, however, that an employment contract or
19 employer policy shall not provide for the forfeiture of vested vacation time upon
20 termination.”

21 77. Plaintiffs are informed and believe and based thereupon allege that
22 during all times relevant, Plaintiffs were not paid minimum/regular wages for all
23 hours suffered or permitted to work in violation of California law.

24 78. Plaintiffs are also informed and believe and based thereupon allege that
25 Defendants failed to pay Aggrieved Employees for all vacation/PTO pay they
26 accrued.

27 79. During all times relevant, Defendants were required to pay Plaintiffs and
28 other members of the Aggrieved Employees their respective hourly rate for all hours

1 worked and/or minimum wages per state law or applicable local law.

2 80. During all times relevant, at least one of the IWC Wage Orders applied
3 to Plaintiffs' employment with Defendants.

4 81. Pursuant to the applicable Wage Order, "hours worked" include the time
5 during which an employee is "suffered or permitted to work, whether or not required
6 to do so."

7 82. During the proposed Aggrieved Employees Period and based on the
8 misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved
9 Employees minimum/regular wages for all hours suffered or permitted to work in
10 violation of state and/or local law.

11 83. Labor Code § 1194 subdivision (a) permits an action to recover wages
12 because of the payment of a wage less than the minimum wage "applicable to the
13 employee" including attorneys' fees, costs, and interest.

14 84. At all material times, Defendants were and/or are Aggrieved
15 Employees' employers or persons acting on behalf of Aggrieved Employees'
16 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
17 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
18 Labor Code or any provision regulating hours and days of work in any Order of the
19 Industrial Welfare Commission and, as such, are subject to civil penalties for each
20 underpaid employee as set for in Labor Code § 558.

21 85. In committing the violations of state law as herein alleged, Plaintiffs are
22 informed and believe based there upon allege that Defendants have knowingly and
23 willfully refused to perform their obligations to compensate Aggrieved Employees for
24 all wages earned and all hours worked.

25 86. As a direct result, Aggrieved Employees have suffered and continue to
26 suffer, substantial losses related to the use and enjoyment of such compensation,
27 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
28 compel Defendants to fully perform their obligations under state and/or local law.

1 87. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
2 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
3 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
4 employee per pay period for each subsequent violation in which Defendants violated
5 the minimum wage and/or regular wage provisions of the Labor Code, including but
6 not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815,
7 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in
8 an amount to be shown according to proof at trial.

9 88. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
10 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
11 costs incurred herein.

12 **SECOND CAUSE OF ACTION**

13 **Representative Claim via the PAGA for**

14 **Failure to Pay State Overtime and/or Double-Time Compensation** 15 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,** 16 **1182.12, 1194, 1194.2, 1197, 1197.1,** 17 **1811, 1815, and 1198 via the Applicable IWC Wage Order**

18 **(Against all Defendants)**

19 89. Plaintiffs re-allege and incorporate by reference the foregoing allegations
20 as though set forth herein.

21 90. California law requires an employer to pay each employee for the actual
22 hours worked. (*See* Cal. Labor Code §§ 200, *et seq.*)

23 91. During all times relevant, one or more of the IWC Wage Orders applied
24 to Plaintiffs' employment with Defendants.

25 92. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
26 Order 15, "hours worked" include the time during which an employee is "suffered or
27 permitted to work, whether or not required to do so."

28 93. Pursuant to California law, including but not limited to Labor Code §§

1 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction
2 thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a
3 day, the employer must pay the employee's regular hourly wage.

4 94. For each hour (or fraction thereof) an employee works over forty (40)
5 hours in a week or more than eight (8) hours in a workday the employer must pay the
6 rate of one and a half times the employee's regular hourly wage.

7 95. For each hour (or fraction thereof) an employee works more than
8 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
9 consecutive day of work, the employer must compensate the employee at the rate of
10 no less than twice the regular rate of pay for that employee.

11 96. During all times relevant, and pursuant to company policy and/or
12 practice and/or direction, Defendants required Plaintiffs and the Aggrieved
13 Employees to work more than 40 hours per week and/or eight hours in a workday to
14 which they had the right to receive wages and Plaintiffs are informed and believe, and
15 therefore allege that Defendants did not pay Plaintiff and the Aggrieved Employees
16 all overtime compensation to which they should have received at the applicable wage
17 rate.

18 97. As alleged herein, Defendants failed to pay Aggrieved Employees all
19 overtime to which they had a right to receive.

20 98. In committing the violations of state law as herein alleged, Defendants
21 have knowingly and willfully refused to perform their obligations to compensate
22 Aggrieved Employees for all wages earned and all hours worked.

23 99. At all material times, Defendants were and/or are Aggrieved Employees'
24 employers or persons acting on behalf of Aggrieved Employees' employer, within the
25 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
26 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
27 regulating hours and days of work in any Order of the Industrial Welfare Commission
28 and, as such, are subject to penalties for each underpaid employee as set for in Labor

1 Code § 558.

2 100. In committing the violations of state law as herein alleged, Defendants
3 have knowingly and willfully refused to perform their obligations to compensate
4 Aggrieved Employees for all wages earned and all hours worked.

5 101. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
6 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
7 period for the initial violation and two hundred (\$200.00) for each aggrieved
8 employee per pay period for each subsequent violation in which Defendants violated
9 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
10 and 1194, the exact amount of the penalties sought is in an amount to be shown
11 according to proof at trial.

12 102. Pursuant to Labor Code § 2699, *et seq.* Plaintiffs seek to recover from
13 Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

14 **THIRD CAUSE OF ACTION**

15 **Representative Claim via the PAGA for**

16 **Failure to Timely Pay Earned Wages Upon Separation of Employment in** 17 **Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210,** 18 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

19 (Against all Defendants)

20 103. Plaintiffs re-allege and incorporate by reference the foregoing allegations
21 as though set forth herein.

22 104. Pursuant to Labor Code § 201, "If an employer discharges an employee,
23 the wages earned and unpaid at the time of discharge are due and payable
24 immediately."

25 105. Pursuant to Labor Code § 202, "If an employee not having a written
26 contract for a definite period quits his or her employment, his or her wages shall
27 become due and payable not later than 72 hours thereafter, unless the employee has
28 given 72 hours previous notice of his or her intention to quit, in which case the

1 employee is entitled to his or her wages at the time of quitting.”

2 106. Labor Code § 203 provides, in pertinent part: “If an employer willfully
3 fails to pay, without abatement or reduction, ... any wages of an employee who is
4 discharged or who quits, the wages of the employee shall continue as a penalty from
5 the due date thereof at the same rate until paid or until an action therefore is
6 commenced; but the wages shall not continue for more than 30 days. ...”

7 107. Pursuant to Labor Code § 204, “all wages ... earned by any person in
8 any employment are due and payable twice during each calendar month, on days
9 designated in advance by the employer as the regular paydays.”

10 108. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
11 employee during any calendar week and prior to or on the regular payday shall be
12 paid for not later than the regular payday of the employer for such weekly-paid
13 employee falling during the following calendar week.”

14 109. Plaintiffs are informed and believe, and therefore allege that Defendants
15 did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements
16 of Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b, 204.2,
17 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid wages.

18 110. To date, Plaintiffs are informed and believe, and therefore allege that
19 Defendants have not paid terminated Aggrieved Employees all earned wages as
20 required by law.

21 111. At all material times, Defendants and DOES 1 through 50 were and/or
22 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
23 Employees’ employer, within the meaning of California Labor Code § 558, who
24 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
25 Labor Code or any provision regulating hours and days of work in any Order of the
26 Industrial Welfare Commission and, as such, are subject to penalties for each
27 underpaid employee as set for in Labor Code § 558.

28 112. In committing the violations of state law as herein alleged, Defendants

1 have knowingly and willfully refused to perform their obligations to compensate
2 Aggrieved Employees for all wages earned and all hours worked.

3 113. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
4 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
5 period for the initial violation and two hundred (\$200.00) for each aggrieved
6 employee per pay period for each subsequent violation in which Defendants violated
7 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
8 204.2, 210, 218.5, 218.6, 256.

9 114. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
10 Employees of their rightfully earned wages as a direct and proximate result of
11 Defendants' failure and refusal to pay said compensation and for the reasons alleged
12 in this Complaint.

13 115. Wherefore, the Plaintiffs request all remedies available to them and to
14 the Aggrieved Employees pursuant to the PAGA.

15 **FOURTH CAUSE OF ACTION**

16 **Representative Claim for Penalties via the PAGA for**

17 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 18 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

19 (Against all Defendants)

20 116. Plaintiffs re-allege and incorporate by reference the foregoing allegations
21 as though set forth herein.

22 117. Based on the misconduct alleged in this Complaint, Defendants failed to
23 pay Aggrieved Employees premium pay for all their missed meal and rest breaks and
24 failed to comply with Labor Code §§ 226.7, 512, and 1198.

25 118. Plaintiffs are informed and believe, and therefore allege that because of
26 Defendants' illegal pay practices, said Defendants failed to pay Aggrieved Employees
27 for all meal and rest breaks despite their requirement under California law and, as
28 such, all culpable Defendants are required to pay Plaintiff and Aggrieved Employees

1 for rest break and/or meal break premium wages.

2 119. Plaintiffs are informed and believe, and therefore allege that Defendants
3 also failed to provide Aggrieved Employees, legally-compliant meal and rest periods,
4 or compensation in lieu thereof, during their employment by said Defendants.

5 120. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
6 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
7 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
8 pay period for each subsequent violation in which all culpable Defendants violated
9 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
10 an amount to be shown according to proof at trial.

11 121. Wherefore, the Plaintiffs request all remedies available to them and to
12 the Aggrieved Employees pursuant to the PAGA.

13 **FIFTH CAUSE OF ACTION**

14 **Representative Claim for Penalties via the PAGA for** 15 **Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198 via the** 16 **applicable IWC Wage Order**

17 (Against all Defendants)

18 122. Plaintiffs re-allege and incorporate by reference the foregoing allegations
19 as though set forth herein.

20 123. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
21 pertinent part, that every employer shall, “semimonthly or at the time of each
22 payment of wages, shall furnish to his or her employees, either as a detachable part of
23 the check, draft, or voucher paying the employee's wages, or separately if wages are
24 paid by personal check or cash, an accurate itemized statement in writing showing (1)
25 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
26 piece-rate units earned and any applicable piece rate if the employee is paid on a
27 piece-rate basis, (4) all deductions, provided that all deductions made on written
28 orders of the employee may be aggregated and shown as one item, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of his or her social security
3 number..., (8) the name and address of the legal entity that is the employer. . . , and
4 (9) all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee and, beginning July 1,
6 2013, if the employer is a temporary services employer as defined in Section 201.3,
7 the rate of pay and the total hours worked for each temporary services assignment. . .”
8 (Labor Code § 226 subdivision (a).)

9 124. Upon information and belief, during all times relevant to this action,
10 Defendants did not provide accurate wage statements throughout the Aggrieved
11 Employees Period and, thus, Plaintiffs assert this claim both as a stand-alone claim
12 and derivative of their unpaid wage claims.

13 125. This claim is also premised on Defendants failure to provide the named
14 Plaintiff’s wage statements in a timely manner.

15 126. On numerous occasions, an exact amount by which will be proven at
16 trial, Defendants violated various provisions of § 226, including but not limited to
17 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(8), and (a)(9) by failing to provide
18 Plaintiffs and the Aggrieved Employees accurate itemized statement in writing
19 accurately showing gross wages earned, total hours worked by the employee, net
20 wages earned, rates of pay, among other things.

21 127. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
24 pay period for each subsequent violation in which all culpable Defendants violated
25 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
26 of the applicable penalty is all in an amount to be shown according to proof at trial.

27 128. Wherefore, Plaintiffs request all remedies available to them and to the
28 Aggrieved Employees pursuant to the PAGA.

1 **SIXTH CAUSE OF ACTION**

2 **Representative Claim for Penalties via the PAGA**
3 **For Failure to Maintain Required Records in Violation of California**
4 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order**
5 **(Against All Defendants)**

6 129. Plaintiffs re-allege and incorporate by reference, as though fully set forth
7 herein, all the allegations contained in this Complaint.

8 130. Section 7 of the applicable Wage Order requires every employer to
9 maintain time and payroll records.

10 131. Plaintiffs are informed and believe and based thereon alleges that during
11 all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders
12 and with Labor Code § 1174 by failing to maintain certain records which employers
13 are required to maintain, including but not limited to, all wage records.

14 132. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
15 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
16 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
17 pay period for each subsequent violation in which all culpable Defendants violated
18 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
19 of the applicable penalty is all in an amount to be shown according to proof at trial.

20 133. For the reasons alleged herein, Plaintiffs seek all available remedies
21 pursuant to the PAGA in an amount to be proven at trial including but not limited to
22 penalties, attorneys' fees, costs, and interest pursuant to law.

23 **SEVENTH CAUSE OF ACTION**

24 **Representative Claim for Penalties via the PAGA Claim for**
25 **Failure to Reimburse Business Expenses**
26 **in Violation of Labor Code §§ 2802 and 1198 via the Applicable Wage Order**
27 **(Against All Defendants)**

28 134. Plaintiffs re-allege and incorporate by reference, as though fully set forth

1 herein, all the allegations contained in this Complaint.

2 135. Pursuant to California Labor Code § 2802, an employer must indemnify
3 its employees “for all necessary expenditures or losses incurred by the employee in
4 direct consequence of the discharge of his or her duties”

5 136. On information and belief, Plaintiffs made necessary expenditures and
6 incurred losses as a direct consequence of the discharge of their duties and in
7 obedience to the directions of Defendants including, but not limited to, cell phone and
8 internet expenses.

9 137. On information and belief, Defendants knew Plaintiffs were incurring the
10 expenses and were responsible for reimbursing Aggrieved Employees work-related
11 expenses as a direct consequence of the discharge of their duties, but failed to do so.

12 138. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
13 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
14 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
15 pay period for each subsequent violation in which all culpable Defendants violated
16 the applicable Cal. Labor Code provisions alleged in this Complaint, including but not
17 limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty
18 is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

19 139. For the reasons alleged herein, Plaintiffs seek all available remedies
20 pursuant to the PAGA in an amount to be proven at trial including but not limited to
21 penalties, attorneys’ fees, costs, and interest pursuant to law.

22 **EIGHTH CAUSE OF ACTION**

23 **Representative Claim for Civil Penalties Under the PAGA for**

24 **Violations of Labor Code §§ 246 and 246(l)**

25 (Against all Defendants)

26 140. Plaintiffs re-allege and incorporate by reference the foregoing allegations
27 as though set forth herein.

28 141. Under Labor Code §§ 246 and 246(l), employers in California must

1 provide employees with paid sick leave (or Paid Time Off pay in lieu of sick leave) to
2 be paid at a specified rate of pay which must factor in additional earnings during a
3 given pay period wherein such leave is used. (*Wood v. Kaiser Foundation Hospitals*
4 (Mar. 23, 2023, No. D079528) ___ Cal.App.5th ___ [2023 Cal. App. LEXIS 218].)

5 142. During their employment, Plaintiff and Represented Employees earned
6 additional nondiscretionary compensation, such as, for example, commissions.

7 143. Upon information and belief, Defendants paid sick leave (an/or PTO in
8 lieu thereof) at the incorrect rate of pay resulting in the underpayment of wages.

9 144. By way of one example, Defendants failed to appropriately include
10 additional nondiscretionary payments and compensation -- including but not limited
11 to commissions -- when computing the appropriate rate of pay for sick leave wages.

12 145. The PAGA imposes upon Defendants, and each of them, civil penalties
13 for violating Labor Code §§ 246 and 246(l).

14 146. Civil penalties under the PAGA are equitable in nature. (*Nationwide*
15 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, (2020) 9 Cal.5th 279.)

16 147. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
17 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
18 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
19 employee for subsequent violations for all Labor Code provisions for which a civil
20 penalty is not specifically provided.

21 148. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
22 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
23 amount to be shown according to proof.

24 149. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
25 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
26 amount to be shown according to proof.

27 150. Pursuant to the PAGA, and/or Labor Code § 2699(g), Plaintiffs seek to
28 recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an

amount to be shown according to proof.

NINTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

Individual and Representative Claim for PAGA Penalties and Wage

Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

151. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

152. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 153. As to California Labor Code § 2751, Defendants never signed its written
2 commission agreements despite the requirement under Labor Code § 2751 and, if
3 Defendants did, one was not provided to Plaintiff despite his written request in
4 violation of Labor Code §§ 226, 432, and 1198.5.

5 154. Pursuant to Labor Code § 2699, any provision of the Labor Code that
6 provides for a civil penalty to be assessed and collected by the LWDA or any of its
7 departments, divisions, commissions, boards, agencies or employees for violation of
8 the code may, as an alternative, be recovered through a civil action brought by an
9 aggrieved employee on behalf of himself or herself and other current or former
10 employees pursuant to the procedures specified in Labor Code § 2699.3.

11 155. Plaintiffs are informed and believe, and based thereon allege, that
12 because of the acts alleged above and Defendants' violations of the Labor Code
13 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
14 2698 and 2699.

15 156. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
16 by the alleged violator and had one or more of the alleged violations committed
17 against Plaintiffs, and therefore are properly suited to represent the interests of other
18 current and former Represented Employees.

19 157. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
20 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
21 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
22 employee for subsequent violations for all Labor Code provisions for which a civil
23 penalty is not specifically provided.

24 158. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
25 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
26 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
27 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
28 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,

1 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
2 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
3 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
4 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
5 the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
6 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
7 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
8 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
9 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,
10 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
11 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
12 and 6399.7.

13 159. Labor Code § 558 establishes a civil penalty as follows: Any employer
14 or other person acting on behalf of an employer who violates, or causes to be violated,
15 a section of this chapter or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission (including the “Hours and Days of Work”
17 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
18 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
19 which the employee was underpaid in addition to an amount sufficient to recover
20 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
21 each underpaid employee for each pay period for which the employee was underpaid
22 in addition to an amount sufficient to recover underpaid wages; and (3) wages
23 recovered pursuant to this section shall be paid to the affected employee.

24 160. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
25 permitted by law.

26 161. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
27 attorney’s fees, costs, civil penalties, and wages on behalf of Plaintiff and other
28 current and former Represented Employees as alleged herein in an amount to be

1 shown according to proof at trial and within the jurisdictional limits of this Court.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

4 1. That Defendants be found liable to the Plaintiffs;

5 2. For all remedies available to the Plaintiffs under the applicable provisions of
6 the Labor Code via the PAGA Labor Code § 2698, *et seq.* including an award of
7 attorneys' fees, costs, interest, liquidated damages, damages, penalties and waiting
8 time penalties according to proof to the extent permitted by law;

9 3. For maximum civil penalties available under the Labor Code and applicable
10 Wage Order as described more particularly in this Complaint, representative PAGA
11 claims including the payment of wages as set forth in Labor Code § 558;

12 4. That Aggrieved Employees be awarded reasonable attorneys' fees where
13 available by law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*,
14 Code of Civil Procedure § 1021.5, and/or other applicable laws; and

15 5. For any other relief the Court may deem just, proper, and equitable.

16 Dated: May 16, 2023

Law Office of Thomas D. Rutledge

17
18 By: Thomas D. Rutledge
19 /s/Thomas D. Rutledge, Esq.
20 Attorneys for Plaintiffs
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