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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

GIOVANNY MACIAS ZARATE,
individually, and on behalf of all other
aggrieved employees,

PLAINTIFF,

v.

McCORMICK & COMPANY,
INCORPORATED, a Maryland corporation;
and DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO. 23CV002358

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Giovanni Macias Zarate, individually and on
2 behalf of all other aggrieved employees ("Plaintiff"), relating to systemic violations of California
3 wage and hour laws by his former employer, McCormick & Company, Incorporated (herein referred
4 to as "Defendant"). Plaintiff makes the following allegations on information and belief, except as to
5 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

6 **INTRODUCTION**

7 1. Defendant is a manufacturer, seller, and distributor of spices, seasoning mixes,
8 condiments and other flavoring products to retail outlets, food manufacturers, and foodservice
9 businesses throughout the State of California.

10 2. As private, for-profit businesses, Defendant implemented common policies and
11 practices that resulted in systemic violations of California's wage and hour laws. Defendant has
12 failed to implement adequate practices to protect the rights of its employees, particularly in light the
13 nature of its businesses, which is to maximize profits.

14 3. Defendant attempts to maximize profits by among other methods, understaffing of its
15 facility and denying employees the ability to take compliant meal and rest breaks.

16 4. Defendant has implemented unlawful written policies with respect to meal and rest
17 breaks. Defendant also requires its non-exempt employees, who are informed that the needs of the
18 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods and
19 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been
20 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

21 5. Moreover, Defendant has uniformly failed to pay Plaintiff and other aggrieved
22 employees proper overtime wages due the fact that they improperly calculate the highest regular rate
23 of pay based upon nondiscretionary bonus payments, unlawfully rounds the hours worked by
24 Plaintiff and the other employees favorable to Defendant; and willfully turn a blind eye to off-the-
25 clock work that Plaintiff and other non-exempt employees perform as a direct consequence of
26 Defendant's understaffing and imposition of an unreasonable workload.

6. Also, Defendant's wage statements failed to set forth the address of Defendant, and Defendant failed to provide for eighty (80) hours of available California supplemental COVID-19 sick leave during the COVID-19 pandemic.

JURISDICTION AND VENUE

7. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a citizen and resident of the State of California, and Defendant regularly conducts business in the State of California.

8. Venue is proper in this judicial district and the County of Monterey, California since Defendant maintains its warehouse and other facilities in the City of Salinas, a city located within the County of Monterey. In addition, Defendant's unlawful actions and omissions, as set alleged herein, occurred in the County of Monterey.

9. Defendant employed Plaintiff and other aggrieved employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved employees.

10. The State of California, County of Monterey, has jurisdiction in this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure and Rules of Court. Thus, the State of California, Superior Court maintains the appropriate jurisdiction to hear this matter.

THE PARTIES

11. During the statute of limitations period, Plaintiff was employed by Defendant, as an hourly, non-exempt employee who worked in the Order Section working as a Production Worker at Defendant's warehouse in Salinas, California. Plaintiff was employed by Defendant from September 20, 2021 until the termination of his employment in March of 2023.

12. Plaintiff is informed and believes, and thereon alleges, that Defendant McCormick &

1 Company, Incorporated, and at all times relevant hereto was, a corporation existing under the laws of
2 the State of Maryland and license to do business in the State of California.

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

10 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
11 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
12 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
13 attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer
14 and/or joint employer of Plaintiff and the other aggrieved employees.

15 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
16 in all respects as the agent, servant, partner, joint venture, alter-ego, employee, integrated enterprise,
17 proxy, managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned
18 below was acting, at least in part, within the course and scope of that authority as such agent, proxy,
19 servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the
20 permission and consent of the above co-Defendants. Plaintiff also alleges that the acts of each
21 Defendant are legally attributable to the other Defendants.

22 16. Plaintiff is informed and believes, and based thereon alleges, that each of the
23 Defendants sued herein were, at all relevant times, the employer, owner, shareholder, principal, joint
24 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
25 and were acting, at least in part, within the course and scope of such employment and agency, with
26 the express and implied permission, consent and knowledge, approval and/or ratification of the other
27 Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned,
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1 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

2 17. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
3 the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
4 unascertained but subject to proof at trial and within the jurisdiction of this Court.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 18. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
7 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of himself and all other
8 aggrieved employees, e.g., current and former non-exempt employees of Defendant who are
9 California citizens and performed work for Defendant in the State of California at any time within
10 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise
11 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment
12 (“statute of limitations period”).

13 19. On May 15, 2023, Plaintiff gave written notice by certified mail pursuant to
14 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
15 (“LWDA”) and Defendant, of the specific provisions of the California Labor Code and IWC Wage
16 Order alleged to have been violated, including the facts and theories to support the alleged
17 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
18 than sixty-five (65) days from the May 15, 2023, postmark date of his written notice before filing
19 this action, Plaintiff has complied with all of the requirements set forth in California Labor Code §
20 2699.3 to commence a representative action under PAGA.

21 **FACTUAL ALLEGATIONS**

22 **Failure to Provide Required Meal Periods**

23 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

24 20. During the statute of limitations period, as part of Defendant’s illegal policies and
25 practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted
26 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,
27 to completely skip their meal periods, to take late and short meal periods, and Defendant has
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1 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
2 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

3 21. Defendant has implemented several policies and practices that have caused Plaintiff
4 and aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
5 Defendant implements a skeletal staffing policy such that Plaintiff and aggrieved employees are
6 given so much work to complete that they regularly miss or take non-compliant meal periods. As a
7 direct consequence of these policies and practices, Plaintiff and aggrieved employees have so much
8 work to complete within their scheduled shifts that they are forced to skip their meal periods
9 altogether, to take them after working longer than five (5) hours, to perform work during their meal
10 periods, or return to work after taking less than a thirty (30) minute meal period.

11 22. Further, Defendant's policy is to not inform Plaintiff and aggrieved employees that
12 they are able to take meal periods before the fifth hour of work. This policy, combined with an
13 unreasonable workload, results in systematic late meal periods taken by Plaintiff and aggrieved
14 employees.

15 23. Plaintiff is informed and believes that for at least a portion of the applicable Statute of
16 Limitations period, Defendant did not have a policy to provide second meal periods when Plaintiff
17 and aggrieved employees work shifts longer than ten (10) hours. This is in direct contravention of
18 California law. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041 ("We
19 conclude that, absent waiver, section 512 requires a first meal period no later than the end of an
20 employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th
21 hour of work."

22 24. Despite work conditions that systematically result in missed and non-compliant meal
23 periods, and in order to keep labor costs down, Defendant has implemented a policy and practice of
24 not paying meal period premium payments that are owed and due. This policy is in direct
25 contravention of California law, which requires Defendant to pay one hour at the employee's regular
26 rate of pay for a missed or interrupted meal period.

27 25. Despite the foregoing, Defendant has implemented a policy and practice of actively
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1 discouraging the issuance of meal period premium payments, and in the process, Defendant has also
2 violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
3 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
4 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
5 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
6 regular rate of pay for each workday that such a meal period was not authorized or permitted.

7 **Failure to Provide Required Rest Breaks**

8 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

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

13 27. The same common policies and practices that deprive Plaintiff and other aggrieved
14 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
15 take their first and second and third rest breaks. As alleged herein, Defendant understaffs its facilities
16 which creates so much work for Plaintiff and other aggrieved employees that they are frequently
17 unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to secure
18 permission before taking a rest break, which is often denied by supervisors.

19 28. Defendant also violated California Labor Code § 226.7, § 12 of the applicable IWC
20 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
21 failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in
22 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 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

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

6 30. Plaintiff and other aggrieved employees are current and former non-exempt
7 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
8 applicable IWC Order. During the statute of limitations period, Defendant has failed to compensate
9 Plaintiff and other aggrieved employees for all overtime hours worked as required under the
10 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:
11 failing to pay overtime at one and one-half (1½) or double the regular rate of pay as provided by
12 California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or
13 suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal
14 and rest breaks, but not compensating them for this time, improperly calculating the highest regular
15 rate of pay based on nondiscretionary bonus payments, shift differentials and other remuneration,
16 illegally rounding the hours worked by Plaintiff and the other aggrieved employees to the benefit of
17 Defendant resulting in the underpayment of wages to Plaintiff and the other aggrieved employees;
18 and other methods to be discovered.

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

22 **Failure to Pay Minimum Wages**

23 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

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

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

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

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

15 **[Cal. Lab. Code § 204]**

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

24 36. During the statute of limitations period, Defendant has knowingly and willfully failed
25 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
26 regular payroll period as required by California Labor Code § 204, including but not limited to,
27 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
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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 **[Cal. Lab. Code §§ 201 - 203]**

4 37. 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
6 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
7 the time of discharge are due and payable immediately.

8 38. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay
9 all 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,
11 in which case the employee is entitled to his or wages at the time of quitting.

12 39. 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 employers 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 40. 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
18 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
19 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
20 under California law. In addition, because Defendant has failed and continue to fail to properly
21 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
22 wages, and compensation for non-compliant meal and rest breaks, Defendant has also willfully
23 failed and continues to fail to pay accrued wages and other compensation to Plaintiff and other
24 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

25 **Failure to Maintain Required Records**

26 **[Cal. Lab. Code §§ 226(a), 248.2, 1174(d); § 7 of the Applicable IWC Wage Order]**

27 41. During the statute of limitations period, as part of Defendant's illegal payroll policies
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1 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
2 Defendants knowingly and intentionally failed to maintain records as required under California
3 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to
4 the following records: total daily hours worked by each employee; applicable rates of pay; all
5 deductions; hours worked; meal periods; applicable rates of pay based upon nondiscretionary bonus
6 payments; time records showing when each employee begins and ends each work period; and
7 accurate itemized statements. Defendant has knowledge that it was not providing its non-exempt
8 employees with proper meal and rest periods, but knowingly failed to include in the wage statements
9 one (1) extra hour of compensation for each missed meal and rest period. Defendant also illegally
10 and inaccurately recorded and rounded the time in which Plaintiff and other aggrieved employees
11 worked. Defendant has also failed to maintain accurate, itemized wage statements, and other
12 violations of the California Labor Code which have not been discovered.

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

14 **[Cal. Lab. Code §§ 226(a); 248.2, § 7 of the Applicable IWC Wage Order]**

15 42. During the statute of limitations period, Defendant has routinely failed to provide
16 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
17 Defendant's pay stubs violate Labor Code § 226 on their face by, among other things, not providing
18 Plaintiff and other aggrieved employees with proper meal periods and rest breaks but failing to include
19 in their wage statements one (1) additional hour of compensation at their regular rates of pay for each
20 non-compliant meal period or rest break. Defendant failed to list all hours worked and wages due as a
21 result of its illegal rounding policy. Derivatively, Defendant was and is not providing Plaintiff and
22 other aggrieved employees with the regular rate of pay based upon nondiscretionary bonus payments
23 for premium payments for missed meal and rest periods, and other California Labor Code violations
24 yet to be discovered.

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

1 44. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's
2 failure to provide timely and accurate itemized wage statements, which prevented them from
3 discovering the scope and extent of Defendant's violations of California wage and hour laws,
4 prevented Plaintiff and the other aggrieved employees from being able to determine the gross wages
5 earned, the total hours worked, all deductions made, the net wages earned, all applicable hourly rates
6 in effect during each pay period and the corresponding number of hours worked at each hourly rate,
7 the accurate rate of pay, and other violations yet to be discovered.

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

9 **[Cal. Lab. Code §2802 and All Applicable IWC Wage Orders]**

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

13 46. During the Statute of Limitations Period, Defendant failed to reimburse Plaintiff and
14 the other aggrieved employees for the usage of their personal cellular phones in addition to uniforms
15 and other reimbursed expenses which were used for work related purposes. For instance, Plaintiff and
16 the other aggrieved employees were required to sign up for an instant voice and text messaging system
17 known as "Send Word Now" in order to receive messages on their personal cellular phones but
18 Defendant did not reimburse their costs.

19 **Failure to Maintain Reasonable Temperature In Work Areas**

20 **[IWC Wage Order No. 1-2001, § 15 and All Other Applicable IWC Wage Orders]**

21 47. IWC Wage Order No. 1-2001, § 15 provides:

22 “(A) The temperature maintained in each work area shall provide reasonable
23 comfort consistent with industry-wide standards for the nature of the process and the work
24 performed.

25 (B) If excessive heat or humidity is created by the work process, the employer shall
26 take all feasible means to reduce such excessive heat or humidity to a degree providing
27 reasonable comfort. Where the nature of the employment requires a temperature of less
28 than 60° F., a heated room shall be provided to which employees may retire for warmth,
and such room shall be maintained at not less than 68°.

1 (C) A temperature of not less than 68° shall be maintained in the toilet rooms,
2 resting rooms, and change rooms during hours of use.”

3 48. Defendant failed to maintain a reasonable temperature within the interior work areas
4 where Plaintiff and the other aggrieved employees work by regularly allowing the temperature and
5 heat index to exceed 87 degrees Fahrenheit. Defendant does not have a Heat Injury Prevention
6 Program or similar policy in place. Defendant’s failure to implement a Heat Injury Prevention
7 Program and allowing Plaintiff and the other aggrieved employees to work in such an environment
8 violated IWC Wage Order 1-2001, §15 and all other applicable IWC Wage Orders.

9 **FIRST CAUSE OF ACTION**

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

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

12 (On Behalf of Plaintiff against Defendants)

13 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 48.

15 50. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
16 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
17 former non-exempt employees of Defendant pursuant to the procedures specified in Labor Code §
18 2699.3, because Plaintiff was employed by Defendant and one or more of the alleged California
19 Labor Code violations was committed against Plaintiff during the statute of limitations period.

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

23 52. A plaintiff has standing to represent all aggrieved employees for all of his asserted
24 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
25 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
26 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).

27 53. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
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1 penalties from Defendant in a representative action for the violations set forth above, including but
2 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 510, 512,
3 558, 1174(d), 1194, 1197, and 1198.

4 54. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
5 for Defendant's violations of California Labor Code provisions for which a civil penalty is
6 specifically provided, including but not limited to, the following:

- 7 a. Pursuant to California Labor Code § 210, for violations of California Labor
8 Code § 204, Defendants is subject to a civil penalty in the amount of one
9 hundred dollars (\$100) for the initial violation for each failure to pay each
10 employee, and two hundred dollars (\$200) per employee for violations in
11 subsequent pay periods.
- 12 b. Pursuant to California Labor Code § 1174.5, for violations of California Labor
13 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
14 (\$500).
- 15 c. Pursuant to California Labor Code § 1197.1, an employer who pays or causes
16 to be paid to any employee a wage less than the minimum fixed by an order of
17 the commission, shall be subject to a civil penalty as follows: for any initial
18 violation that is intentionally committed, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee is underpaid;
20 and for each subsequent violation of the same offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation was
23 intentionally committed.

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

2 56. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
3 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
4 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
5 1194, 1197, 1198, 2100, 2802 and all applicable IWC Wage Orders.

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

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
10 for relief against Defendant, as follows:

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

16 DATED: July 20, 2023

THE LAW OFFICE OF SCOTT ERNEST WHEELER

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18 By: 

SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

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20 *Attorneys for Plaintiff and the other Aggrieved*
21 *Employees*
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