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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

ADAM LAWHON, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

KEHE DISTRIBUTORS INC.,

Defendant.

Case No.

STK-CV-2024-2474

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

COMPLAINT FOR PENALTIES PURSUANT TO SECTIONS 2699(a) AND (f) OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL ACT AND DEMAND FOR JURY TRIAL

Lawhon v. KeHe Distributors Inc.

FILED
2024 FEB 28 PM 1:47
STEPHANIE BOHRER, CLERK
MCKENNA OFFHAUS
BY DEPUTY

FILE BY FAX

1 Plaintiff Adam Lawhon (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant KeHe Distributors Inc.
5 (“KeHe” or “Defendant”) on behalf of the State of California to collect penalties as a result of
6 Defendant’s systematic violations of California labor law with respect to Defendant’s non-exempt
7 hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant in California.¹

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to compensate
11 Plaintiff and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and Aggrieved
12 Employees minimum wages; (3) failing to pay Plaintiff and Aggrieved Employees overtime wages;
13 (4) failing to authorize and permit Plaintiff and Aggrieved Employees to take compliant meal periods
14 to which they are entitled by law, and failing to pay premium compensation for noncompliant meal
15 periods; (5) failing to provide Plaintiff and Aggrieved Employees true and accurate itemized wage
16 statements; and (6) failing to pay Plaintiff and Aggrieved Employees all wages owed upon separation
17 from employment.

18 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
19 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
20 Private Attorneys General Act (“PAGA”).

21 **PARTIES**

22 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
23 employees of Defendant in the State of California. The Aggrieved Employees work as, among other
24 positions, hourly paid order selectors, warehouse employees, warehouse cooler employees, warehouse
25 freezer employees, truck drivers, and other hourly non-exempt employees in California.

26 6. Plaintiff Adam Lawhon is an individual over the age of eighteen, and at all times
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former
employees. For ease of discussion, the allegations herein are made in the present tense.

1 relevant to this Complaint was a resident of the State of California.

2 7. Plaintiff worked for Defendant as an Order Selector in Chino, County of San
3 Bernardino, California, from approximately August 2023 until November 2023.

4 8. Plaintiff is informed, believes, and thereon alleges that Defendant KeHe Distributors
5 Inc., is a Delaware corporation with its principal place of business located in Naperville, Illinois. KeHe
6 Distributors Inc. is registered to do business in the State of California and does business in the State
7 of California. KeHe Distributors Inc. may be served with process by serving its registered agent, CSC-
8 Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150 N., Sacramento, California.

9 9. Upon information and belief, KeHe Distributors Inc. is a wholesale food distributor
10 with distribution centers in the state of California. Defendant prepares and packs wholesale orders for
11 pick up and to be distributed across California. Plaintiff is informed, believes, and thereon alleges that
12 Defendant KeHe employs hundreds of hourly, non-exempt workers similarly situated to Plaintiff in
13 California. Plaintiff is informed, believes, and thereon alleges that, in California, Defendant owns,
14 operates, and/or manages a distribution center in this county. Plaintiff is informed, believes, and
15 thereon alleges that Defendant employs Aggrieved Employees, among other hourly employees, in this
16 County and throughout California.

17 10. At all material times, Defendant has done business under the laws of California, has
18 places of business in the State of California, including in this County, and have employed Aggrieved
19 Employees in this County. Defendant is a “person(s)” as defined in Cal. Lab. Code § 18 and Cal. Bus.
20 & Prof. Code § 17201. Defendant is also an “employer” as that term is used in the California Labor
21 Code and the IWC Wage Orders.

22 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
23 indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
24 Plaintiff and Aggrieved Employees.

25 **SUBJECT MATTER JURISDICTION AND VENUE**

26 12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
27 Defendant conducts business and employ Aggrieved Employees in this County, and therefore the
28 liability and the cause, or some part of the cause, arose in this County.

13. This Court has jurisdictions over Plaintiff's claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendant because they are a company authorized to do business in the State of California, and because Defendant does in fact do business and employs workers in the State of California.

FACTUAL ALLEGATIONS

14. Upon information and belief, KeHe Distributors, Inc. is one of the nation's top wholesale food distributors with 18 distribution centers across North America. KeHe packages and distributes products to retailers. KeHe Distributors operates four (4) distribution centers across the State of California. These California distribution centers are located in Chino, Ontario, and Stockton.

15. Plaintiff worked for Defendant as an order selector in Chino, County of San Bernardino, California, from approximately August 2023 until November 2023. Although Plaintiff's shifts varied in length, Plaintiff usually worked approximately ten (10) hours or more per shift, for approximately four (4) or more shifts per week. Plaintiff's weekly hours varied, but on average, Plaintiff worked approximately forty (40) hours per week, or more.

16. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis. Plaintiff was compensated at an hourly rate of \$18.50.

17. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

18. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are employed by Defendant in a similar manner throughout the State of California, including in this County, and perform work materially similar to Plaintiff.

19. Aggrieved Employees perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

20. Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their jobs.

21. At the end of each pay period, Aggrieved Employees receive wages from Defendant that are determined by common systems and methods that Defendant selects and controls.

22. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and

1 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
2 location in the State of California. Upon information and belief, Aggrieved Employees worked more
3 than ten (10) hours per day and more than forty (40) hours in at least one workweek during the one
4 year before this Complaint was filed.

5 23. Defendant regularly fails to compensate Plaintiffs and Aggrieved Employees for all
6 hours worked, including minimum wage and overtime. Defendant routinely requires Plaintiff and
7 Aggrieved Employees to perform work off-the-clock and without compensation. This includes but is
8 not limited to Defendant requiring Plaintiff and Aggrieved Employees to be at their job site thirty (30)
9 minutes prior to their scheduled start time to don safety gear required to complete their tasks and
10 prepare equipment to be used during the course of their daily shift. Employees are not allowed to clock
11 in while these tasks are being performed. Aggrieved Employees are told by KeHe management that
12 their time would be docked if their safety gear was not on by their scheduled start time. Plaintiff and
13 Aggrieved Employees are only allowed to clock in within five (5) minutes of their scheduled start
14 time. This results in approximately twenty-five (25) minutes each morning and about one hundred and
15 twenty-five (125) minutes per week of pre-shift off-the-clock work. Additionally, when employees do
16 clock in within five (5) minutes of their scheduled start time, KeHe will round employee time and pay
17 employees as if they had clocked in at their scheduled start time. Plaintiff and Aggrieved Employees
18 are therefore denied compensation for all hours worked, including overtime wages, in violation of the
19 California Labor Code.

20 24. Additionally, as a matter of common policy and/or practice, for any overtime work that
21 Defendant does record, KeHe fails to pay Plaintiff and Aggrieved Employees their full earned overtime
22 wages, including at the appropriate overtime rate. Defendant also does not pay overtime wages on
23 days where employees work shifts over eight (8) hours in violation of the California Labor Code.
24 Plaintiff and Aggrieved Employees, as stated above, are scheduled to work four (4) days a week for
25 10-hour shifts. KeHe fails to pay the last two (2) hours of an employee's shift at the appropriate
26 overtime rate of pay. There is no record of an election with the Labor and Workforce Development
27 Agency ("LWDA") for an alternative work week for the Ontario and Chino, California facilities. The
28 only record for an alternative work week election for KeHe is for the Stockton, California location.

1 25. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly employees
2 of Defendant are subject to the same or similar unlawful timekeeping and compensation policies and
3 practices.

4 26. Defendant regularly fails to provide Plaintiff and Aggrieved Employees with timely and
5 compliant meal periods. Defendant's policies, practices, and require Plaintiff and Aggrieved
6 Employees to clock out prior to removing PPE gear for their meal periods. Similarly, Aggrieved
7 Employees are required to don PPE gear prior to returning to work and clocking in from their meal
8 periods. Aggrieved Employees are not provided, nor did they sign meal period waivers. Thus,
9 Aggrieved Employees' meal periods are interrupted and shortened because they are required to don
10 PPE necessary to complete their job duties while off-the-clock. KeHe does not provide Aggrieved
11 Employees with premium pay for these interruptions. As a result, Aggrieved Employees are not
12 provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth
13 hour of work, nor do they receive the proper premium payments for non-compliant meal breaks.

14 27. Further, for each day Plaintiff and Aggrieved Employees work longer shifts of ten hours
15 or more, Defendant frequently denies Plaintiff and Aggrieved Employees a duty-free, uninterrupted,
16 and timely second 30-minute meal break by the end of the tenth hour of work. Yet again, Plaintiff and
17 Aggrieved Employees do not receive premium payments for these missed second meal breaks.

18 28. Additionally, Plaintiff and Aggrieved Employees are not provided with uninterrupted,
19 ten-minute rest periods, during which they should be completely relieved of any duty, by the end of
20 the fourth hour of work, and again, by the end of the eighth hour of work.

21 29. Defendant requires Plaintiff and Aggrieved Employees to continue preparing work
22 orders during their 10-minute rest periods. Employees are verbally discouraged from taking rest breaks
23 by members of management. KeHe management tells employees to continue to work through their
24 rest breaks if they want to be successful KeHe employees. Employees are provided with pay incentives
25 based on the tracking of their active work time. An employee's total active time does not take into
26 consideration state required rest periods. Thus, Aggrieved Employees remain on duty during their 10-
27 minute rest periods by continuing to prepare orders for shipment to maintain required active
28 percentages to receive incentive pay.

1 30. When Plaintiff and Aggrieved Employees do attempt to take a rest break, such rest
2 breaks are shortened. As a result, Aggrieved Employees are not provided duty-free, uninterrupted, and
3 timely ten-minute rest breaks during which they should be completely relieved of any duty.

4 31. Despite these recurring violations, Plaintiff and Aggrieved Employees are not provided
5 one (1) hour of premium pay for each day they do not receive a compliant meal and rest break.

6 32. Plaintiff is informed, believes, and thereon alleges that these meal and rest period
7 policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees
8 regardless of location and assignment in California.

9 33. Defendant's common course of wage-and-hour abuse results in routinely failing to
10 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.

11 34. As a result of the aforementioned violations, Plaintiffs and Aggrieved Employees are
12 provided with inaccurate wage statements as such statement do not reflect the correct amount of gross
13 and net wages earned, including overtime compensations and premium pay for non-complaint meal
14 periods, nor the correct total hours worked by Plaintiffs and Aggrieved Employees. Defendant's
15 failure to record all hours worked also results in a failure to provide Aggrieved Employees, including
16 Plaintiff, accurate itemized wage statements as required by California law. The wage statements
17 Defendant provides are not accurate because they do not reflect payment for all hours worked,
18 including minimum wage and overtime compensation. Further, the wage statements are inaccurate
19 because they do not include premium pay for non-compliant meal periods in violation of California
20 law.

21 35. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
22 former workers of Defendant with full payment of all wages owed upon separation from employment.
23 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
24 including overtime and premium pay for non-compliant meal periods, whether their termination was
25 voluntary or involuntary; yet Defendant has failed to provide Aggrieved Employees with such
26 payments within the required time period. As a result, and pursuant to the California Labor Code,
27 Defendant is subject to waiting time penalties.

28 36. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct

has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's operations in the State of California.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(On Behalf of the State of California and Aggrieved Employees)

37. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

38. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and to other current or former employees.

39. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

40. Cal. Lab. Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

41. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

42. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

43. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or

1 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
2 total hours worked by the employee, except for any employee whose compensation is
3 solely based on a salary and who is exempt from payment of overtime under
4 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
5 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
6 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
7 deductions made on written orders of the employee may be aggregated and shown as
8 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
9 employee is paid, (7) the name of the employee and his or her social security number,
10 (8) the name and address of the legal entity that is the employer, and (9) all applicable
11 hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee.

13 44. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

14 An employee suffering injury as a result of a knowing and intentional failure by an
15 employer to comply with subdivision (a) is entitled to recover the greater of all actual
16 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
17 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
18 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
19 an award of costs and reasonable attorney's fees.

20 45. Cal. Lab. Code § 226.3 provides:

21 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
22 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
23 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
24 in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision (a) of Section
26 226. The civil penalties provided for in this section are in addition to any other penalty
27 provided by law.

28 46. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized
wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
226(e)(1).

47. Cal. Lab. Code § 226.8(a)(1) prohibits any person or employer to willfully misclassify
an individual as an independent contractor.

48. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on December 22, 2023, Plaintiff
provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
file this claim. On December 22, 2023, Plaintiff mailed Defendant a copy of such notice via certified
mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff

1 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
2 Code § 2699.3(a).

3 49. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and himself as set forth in Cal. Lab. Code § 2699.

5 50. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
6 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
7 and costs as set forth below.

8 51. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **SECOND CAUSE OF ACTION**

10 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 52. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 53. Cal. Lab. Code § 2699(f) provides:

15 For all provisions of this code except those for which a civil penalty is specifically
16 provided, there is established a civil penalty for a violation of these provisions, as
17 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
18 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
per pay period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

19 54. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
20 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
21 commission basis or method of calculation."

22 55. Cal. Lab. Code § 204(a) provides that "[a]ll wages ... earned by any person in any
23 employment are due and payable twice during each calendar month...."

24 56. Cal. Lab. Code § 221 provides that "[i]t shall be unlawful for any employee to collect
25 or receive from an employee any part of wages therefore paid by said employer to said employee."

26 57. Cal. Lab. Code § 225.5 provides in relevant part:

27 In addition to, and entirely independent and apart from, any other penalty provided in
28 this article, every person who unlawfully withholds wages due any employee in
violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as

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follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

58. IWC Wage Order 1-2001(2)(G) defines hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

59. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

60. Cal. Lab. Code § 510 provides, in relevant part:
Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

61. Cal. Lab. Code § 1197 provides:
The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

62. Cal. Lab. Code § 1194 provides, in relevant part:
Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

63. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 1-2001 require Defendants to authorize, permit, and/or make available timely and compliant meal and rest periods to its employees. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 1-2001 prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes, and from employing an employee more than ten hours per day without providing the employee with a second

1 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
2 thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the
3 meal period is counted as time worked under the applicable wage orders.

4 64. Defendant’s policies and practices result in payment of wage and overtime violations,
5 and meal and rest periods violations.

6 65. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
7 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
8 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
9 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
10 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
11 Lab. Code §§ 204, 221, 225.5, 226.7, 510, 512, 1194, 1197, 1198, IWC Wage Order 1-2001, and any
12 other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

13 66. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on December 22, 2023, Plaintiff
14 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
15 file this claim. On December 22, 2023, Plaintiff mailed Defendant a copy of such notice via certified
16 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
17 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
18 Code § 2699.3(a).

19 67. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

21 68. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
23 and costs as set forth below.

24 69. Wherefore, Plaintiff requests relief as hereinafter provided.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff prays for relief as follows:

27 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab.
28 Code as alleged herein;

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- 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
- 3. For an award of reasonable attorneys’ fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 4. For all costs of suit; and
- 5. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: February 28, 2024



Carolyn H. Cottrell
Ori Edelstein
Eugene Zinovyev
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

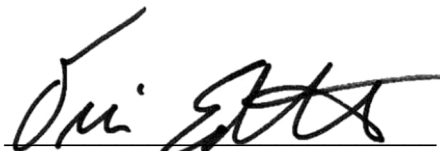
Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Date: February 28, 2024

Respectfully Submitted,



Carolyn H. Cottrell
Ori Edelstein
Eugene Zinovyev
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*