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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

SERGIO PERALTA, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

JS' GARDEN WORKS LLC., a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NUMBER: BCV-24-101118

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

[California Labor Code § 2698 et seq.]

1 This is a representative action brought by Sergio Peralta, individually and on behalf of all
2 other aggrieved employees (“Plaintiff”), relating to systemic violations of California wage and
3 hour laws by his former employer JS’ Garden Works LLC. (“Defendant”). Plaintiff makes the
4 following allegations on information and belief, except as to allegations pertaining to Plaintiff
5 individually, which are based on his personal knowledge.

6 **INTRODUCTION**

7 1. Defendant has implemented common policies and practices that have resulted in
8 systematic violations of California’s Labor Code and the applicable Industrial Welfare Commission
9 (“IWC”) Wage Order(s). Accordingly, Plaintiff, on behalf of the State of California, brings this
10 representative action to recover civil penalties for the California Labor and Workforce
11 Development Agency (“LWDA”), himself, and all other aggrieved employees—i.e., non-exempt
12 employees who worked for Defendant in California during the statute of limitations period—
13 predicated on Defendant’s failure to provide legally compliant meal periods, rest breaks and
14 recovery periods and failure to provide compensation for missed and otherwise unlawful meal
15 periods, rest breaks and recovery periods, unpaid regular, overtime, and minimum wage
16 compensation, failure to timely pay wages, failure to pay all wages owed and due to discharged or
17 quitting non-exempt employees, failure to maintain required records, failure to provide accurate
18 itemized wage statements, and failure to reimburse for employment-related expenses.

19 2. Defendant is a landscape and yard improvement company which specializes in
20 landscape improvements, remodeling, and other related projects and services. Defendant is a
21 private, for-profit business and operates one or more business locations in Bakersfield, California.

22 3. As a private, for-profit business, Defendant implemented common policies and
23 practices that resulted in systemic violations of California’s wage and hour laws. Defendant has
24 failed to implement adequate practices to protect the rights of its employees, particularly in light
25 the nature of its business, which is to maximize profits. Moreover, Defendant fails to ensure
26 compliance with California’s wage and hour laws.

27 4. For instance, Defendant has implemented unlawful written policies with respect to
28 meal and rest breaks. Defendant also requires its non-exempt employees, who are informed that

1 the needs of the businesses take top priority, to work through meal and rest breaks, to take
2 untimely meal periods and work through portions of their meal periods without being permitted
3 additional time to complete their meal periods. As a result, Plaintiff and other non-exempt
4 employees have been denied the ability to take the meal and rest breaks that they were and are
5 legally entitled to take.

6 5. Moreover, Defendant has uniformly failed to pay Plaintiff and other non-exempt
7 employees proper overtime wages due the fact that it improperly rounds the time worked by
8 Plaintiff and other non-exempt employees in favor of Defendant, it calculates the highest regular
9 rate of pay based upon nondiscretionary bonus payments, and willfully turns a blind eye to off-
10 the-clock work that Plaintiff and other non-exempt employees perform as a direct consequence of
11 Defendant's understaffing and imposition of an unreasonable workload.

12 **JURISDICTION AND VENUE**

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

17 7. Venue is proper in this judicial district and the County of Kern because Defendant
18 maintains one or more locations in the County of Kern and Plaintiff worked for Defendant at a
19 location in Bakersfield, California, a city located in the County of Kern. The other aggrieved
20 employees also worked for Defendant at its location in Bakersfield, California.

21 **THE PARTIES**

22 8. Plaintiff resides in the State of California and is a former employee of Defendant.
23 At all relevant times herein, Plaintiff worked as a welder, sprinkler installer and general
24 maintenance worker for Defendant at its place of business in Bakersfield, California.

25 9. Defendant is, and at all times relevant herein was, a limited liability company
26 organized and existing under the laws of the State of California. On information and belief,
27 Defendant is authorized to conduct business in the State of California and does conduct business
28 in the County of Kern.

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

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

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

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

28 14. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and

1 the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
2 unascertained but subject to proof at trial and within the jurisdiction of this Court.

3 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

19 **FACTUAL ALLEGATIONS**

20 **Failure to Provide Required Meal Periods**

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

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

1 18. Defendant has implemented several practices that have caused Plaintiff and
2 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
3 Defendant systematically understaffs its facilities such that its non-exempt employees are given
4 so much work to complete that they regularly miss or take non-compliant meal periods. As a
5 direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work to
6 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
7 take them after working longer than five (5) hours, to perform work during their meal periods, or
8 return to work after taking less than a thirty (30) minute meal period. Moreover, Plaintiff and the
9 other aggrieved employees were not allowed to take a second meal period after working longer
10 than ten (10) hours or more.

11 19. There are also frequently occasions when Plaintiff and aggrieved employees need
12 to perform other duties immediately before the time during which they are legally entitled to take
13 a meal period. Pursuant to Defendant's policies, Plaintiff and aggrieved employees cannot simply
14 drop their urgent job duties to take a meal period. Consequently, Plaintiff and aggrieved
15 employees regularly miss meal periods, take late meal periods, return early from meal periods,
16 and even clock out for meal periods but continue working.

17 20. Plaintiff and aggrieved employees need to first secure permission before taking a
18 meal period despite the fact they may be scheduled to take a meal period. However, Plaintiff and
19 aggrieved employees often cannot simply stop working and take their meal period, which often
20 causes them to regularly miss and otherwise take non-compliant meal periods.

21 21. Finally, plaintiff is informed and believes that Employer failed to maintain records
22 relating to meal periods taken and "auto-deducted" meal periods and/or round meal periods to
23 make it appear that Plaintiff and the other aggrieved employees are taking full, thirty (30) minute
24 meal periods.

25 22. Despite the foregoing, Defendant has implemented a policy and practice of
26 actively discouraging the issuance of meal period premium payments, and in the process,
27 Defendant has also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage
28 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by

1 failing to compensate Plaintiff and aggrieved employees who were not authorized and permitted
2 to take a complete, timely, uninterrupted meal period, one additional hour of compensation at the
3 proper regular rate of pay for each workday that such a meal period was not authorized or
4 permitted.

5 **Failure to Provide Required Rest Breaks**

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

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

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

18 25. Defendant also violated California Labor Code § 226.7, § 12 of the applicable
19 IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et*
20 *seq.*, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest
21 break, in accordance with the applicable wage order, one additional hour of compensation at the
22 proper regular rate of pay for each workday that a rest break was not provided.

23 **Failure to Provide Required Recovery Periods**

24 **[Cal. Lab. Code §§ 226.7; California Code of Regulations, Title 8, Section 3395]**

25 26. At all times relevant herein, as part of Defendant's illegal payroll policies and
26 practices to deprive its non-exempt employees of all wages earned and due, Defendant failed to
27 permit Plaintiff and the aggrieved employees to take recovery periods as required under Cal. Lab.
28 Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Defendant was and is

1 required to provide recovery or “cooldown” periods to non-exempt employees like Plaintiff and
2 his coworkers, who work outdoors performing manual labor, in order to prevent heat illness.

3 27. Plaintiff and the other aggrieved employees work outdoors, performing intense
4 manual labor outdoors. The work is performed over the course of many hours in temperatures
5 regularly exceeding 80 degrees Fahrenheit, and often up to 100 degrees Fahrenheit. Despite these
6 work conditions, Defendant failed to implement an adequate policy or practice of providing
7 recovery periods to its non-exempt employees. Defendant has similarly failed to make any effort
8 to comply with heat illness prevention regulations by providing places of shade for recovery
9 periods or by supplying sufficient amounts of drinking water. For example, there are times when
10 Defendant does not provide Plaintiff and the other aggrieved employees with drinking water
11 during an entire workweek. As with meal and rest breaks, Defendant did not provide Plaintiff and
12 aggrieved employees with any written documents informing them of their rights to take recovery
13 periods, and thus they did not take them.

14 28. Defendant further violated Cal. Lab. Code §226.7, and the California Unfair
15 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and
16 aggrieved employees who were not provided with a recovery period, one additional hour of
17 compensation at the proper regular rate of pay for each workday that a recovery period was not
18 provided.

19 **Failure to Pay Overtime Wages**

20 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

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

28 30. Plaintiff and other aggrieved employees are current and former non-exempt

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

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

16 **Failure to Pay Minimum Wages**

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

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

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

1 34. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and §
2 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations,
3 Plaintiff and other aggrieved employees have been damaged in an amount according to proof at
4 trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other
5 applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance
6 of wages owed to them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs
7 of suit.

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

9 **[Cal. Lab. Code § 204]**

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

18 36. During the statute of limitations period, Defendant has knowingly and willfully
19 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by
20 the next regular payroll period as required by California Labor Code § 204, including but not limited
21 to, compensation for missed meal and rest breaks, proper overtime wages due to an unlawful
22 calculation of the regular rate of pay, and for work performed off-the-clock.

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

24 **[Cal. Lab. Code §§ 201 - 203]**

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

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

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

9 40. During the statute of limitations period, Defendant has willfully failed to pay
10 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance
11 with California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to
12 provide Plaintiff and other aggrieved employees with their final paychecks within the timeframes
13 required under California law. In addition, because Defendant has failed and continues to fail to
14 properly compensate Plaintiff and other aggrieved employees for all hours worked when due,
15 overtime wages, and compensation for non-compliant meal and rest breaks, Defendant has also
16 willfully failed and continues to fail to pay accrued wages and other compensation to Plaintiff and
17 other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

18 **Failure to Maintain Required Records**

19 **[Cal. Lab. Code §§ 226(a), 246, 248.2, 1174(d); § 7 of the Applicable IWC Wage Order]**

20 41. During the statute of limitations period, as part of Defendant's illegal payroll
21 policies and practices to deprive Plaintiff and other aggrieved employees of all wages earned and
22 due, Defendant knowingly and intentionally failed to maintain records as required under
23 California Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but
24 not limited to the following records: total daily hours worked by each employee; applicable rates
25 of pay; all deductions; hours worked; meal periods; applicable rates of pay based upon
26 nondiscretionary bonus payments; time records showing when each employee begins and ends
27 each work period; and accurate itemized statements. Defendant has knowledge that it was not
28 providing its non-exempt employees with proper meal and rest periods, but knowingly failed to

1 include in the wage statements one (1) extra hour of compensation for each missed meal and rest
2 period. Defendant also illegally and inaccurately recorded and rounded the time in which
3 Plaintiff and other aggrieved employees worked. Defendant has also failed to maintain accurate,
4 itemized wage statements, and other violations of the California Labor Code which have not been
5 discovered.

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

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

8 42. During the statute of limitations period, Defendant has routinely failed to provide
9 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
10 Defendant's pay stubs violate Labor Code § 226 on their face by, among other things, not providing
11 Plaintiff and other aggrieved employees with proper meal periods and rest breaks but failing to
12 include in their wage statements one (1) additional hour of compensation at their regular rates of
13 pay for each non-compliant meal period, rest break and recovery periods. Defendant failed to list
14 all hours worked and wages due as a result of its illegal rounding policy.

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

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

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

26 **Incurred in Discharge of Duties**

27 **[Cal. Lab. Code § 2802]**

28 45. California Labor Code § 2802(a) requires an employer to indemnify an employee

1 for all necessary expenditures or losses incurred by the employee in direct consequence of the
2 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

3 46. During the statute of limitations period, Defendant required Plaintiff and other
4 aggrieved employees to indemnify them for safety equipment and personal protective equipment
5 during the COVID-19 pandemic, in violation of California Labor Code §§226, 2802 and the
6 applicable IWC Wage Order §9. This resulted in gross underpayment of Plaintiff's and other
7 aggrieved employees' actual gas/mileage expenditures.

8 **FIRST CAUSE OF ACTION**

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

10 **[Cal. Lab. Code § 2698, *et seq.*]**

11 ***(Against all Defendants)***

12 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 46.

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

20 49. Pursuant to California Labor Code § 2699, Plaintiff seeks to recover civil penalties
21 under the PAGA, for Defendant's violations of the provisions of the California Labor Code and
22 IWC Wage Order alleged herein.

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

26 51. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to
27 California Labor Code § 2699(g)(1).

28 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff, on behalf of himself and the State of California, prays for relief
3 against Defendant as follows:

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

9 DATED: April 1, 2024

LAW OFFICE OF SCOTT E. WHEELER

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11 By: 

12 Scott E. Wheeler

13 Justin A. Wheeler
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