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and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

NANCY MONTANO, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

AMERICAN RESIDENTIAL SERVICES,
L.L.C. dba ARS RESCUE ROOTER, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24STCV10500**

**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 NANCY MONTANO, individually and
2 on behalf of all other aggrieved employees (“Plaintiff”), relating to systemic violations of
3 California wage and hour laws by her employers AMERICAN RESIDENTIAL
4 SERVICES, L.L.C. dba ARS RESCUE ROOTER (“Defendant Residential”) (collectively
5 as “Defendants”). Plaintiff makes the following allegations on information and belief,
6 except as to allegations pertaining to Plaintiff individually, which are based on her
7 personal knowledge.

8 **INTRODUCTION**

9 1. Defendant Residential provides plumbing, home, and commercial
10 heating and air conditioning services. Defendant Residential is a limited liability
11 company.

12 4. As private, for-profit businesses, Defendants implemented common policies
13 and practices that have resulted in systemic violations of California’s wage and hour laws.
14 Defendants have failed to implement adequate practices to protect the rights of their
15 employees, particularly in light of the nature of their businesses, which is to maximize
16 profits.

17 5. Defendants attempt to maximize profits by among other methods,
18 understaffing their call centers resulting in systematic meal and rest period violations.

19 6. As a result of systematic policies and procedures, Defendants have violated
20 California’s wage and hour laws promulgated in the California Labor Code and all
21 applicable Industrial Welfare Commission (“IWC”) Wage Orders. For example,
22 Defendants also required its non-exempt employees, who are informed that the needs of
23 the businesses take top priority, such as answering any and all calls sent to the call center,
24 to work through meal and rest breaks, and to take untimely meal periods. Plaintiff and the
25 other aggrieved employees were not allowed to take meal periods unless they worked six
26 (6) hours or more. Moreover, Plaintiff and other aggrieved employees are not always
27 afforded full thirty (30) minute meal periods and are often under pressure to return to work
28 early since they are too understaffed to answer all the incoming calls at the call center. As

1 a result, Plaintiff and other aggrieved employees have been denied the ability to take the
2 meal and rest breaks that they were and are legally entitled to take.

3 7. Moreover, Defendants have uniformly failed to pay Plaintiff and other
4 aggrieved employees proper overtime wages due the fact that they improperly calculate the
5 regular rate of pay, and willfully turns a blind eye to off-the-clock work that Plaintiff and
6 other non-exempt employees perform as a direct consequence of Defendants' understaffing
7 and imposition of an unreasonable workload.

8 8. This case involves all non-exempt employees of Defendants who have
9 worked for Defendants in the State of California during the applicable limitations period
10 ("Statute of Limitations Period"). Hereinafter, these employees are referred to as
11 "Aggrieved Employees."

12 9. Plaintiffs seek to recover penalties for the Labor and Workforce Development
13 Agency ("LWDA"), on behalf of themselves and all other similarly situated Aggrieved
14 Employees under the Private Attorneys General Act ("PAGA") as a result of Defendants'
15 systematic violations of the law.

16 **JURISDICTION AND VENUE**

17 10. The Superior Court of the State of California has jurisdiction in this matter
18 because Plaintiff is a citizen and resident of the State of California, and Defendants are
19 citizens and residents of, and/or regularly conduct business in, the State of California.

20 11. Venue is proper in this judicial district and the County of San Bernardino,
21 California because Plaintiff resides in the County of San Bernardino and Defendants'
22 violation of the California Labor Code occurred in the County of Riverside and many of
23 Defendants unlawful actions and omissions, as set alleged herein, occurred in the County
24 of Riverside.

25 12. Defendants employed Plaintiff and other aggrieved employees within the
26 State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and
27 other aggrieved employees.

28 13. The State of California, County of Los Angeles, has jurisdiction in this matter

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

8 **THE PARTIES**

9 14. During the statute of limitations period, Plaintiff was employed by
10 Defendants and assigned to work in the County of Riverside in the state of California.

11 15. Plaintiff is informed and believes, and thereon alleges, that Defendant
12 Residential, and at all times relevant hereto was, a company organized and existing under
13 the laws of the State of California and licensed to do business in the State of California
14 during a portion of or all of the Statute of Limitations period.

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

23 17. Plaintiff is informed and believes, and based thereon alleges, that each
24 Defendant acted in all respects pertinent to this action as the agent of the other Defendants,
25 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the
26 acts of each Defendant are legally attributable to the other Defendants. Furthermore,
27 Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the
28 other aggrieved employees.

1 18. Plaintiff is informed and believes, and based thereon alleges, that each
2 Defendant acted in all respects as the agent, servant, partner, joint venture, integrated
3 enterprise, employee, proxy. Managing agent, and/or principal of the co-Defendants, and in
4 performing the acts mentioned below was acting, at least in part, within the course and scope
5 of that authority as such agent, proxy, servant, partner, joint venture, employee, managing
6 agent, and/or principal with the permission and consent of the above co-Defendants.
7 Plaintiff also alleges that the acts of each Defendant are legally attributable to the other
8 Defendants.

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

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

21 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

22 23. Pursuant to the California Private Attorneys General Act of 2004
23 (“PAGA”), California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of
24 herself and all other aggrieved employees, e.g., current and former non-exempt employees
25 of Defendants who are California citizens and performed work for Defendants in the State
26 of California at any time within the period beginning one (1) year prior to the filing of the
27 Complaint in this action, or as otherwise permitted under PAGA, and ending at the time
28 this action settles or proceeds to final judgment (“statute of limitations period”).

1 24. On February 5, 2024, Plaintiff gave written notice by certified mail pursuant
2 to California Labor Code § 2699.3, to the California Labor and Workforce Development
3 Agency (“LWDA”) and Defendants, of the specific provisions of the California Labor
4 Code and IWC Wage Order alleged to have been violated, including the facts and theories
5 to support the alleged violations. Plaintiff has not received any response from the LWDA.
6 As Plaintiff has waited more than sixty-five (65) days from postmark date of her written
7 notice before filing this action, Plaintiff has complied with all of the requirements set forth
8 in California Labor Code § 2699.3 to commence a representative action under PAGA.

9 **FACTUAL ALLEGATIONS**

10 **Failure to Provide Required Meal Periods**

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

12 26. During the statute of limitations period, as part of Defendants’ illegal
13 policies and practices to minimize labor costs and maximize corporate profits, Defendants
14 have required, permitted or otherwise suffered Plaintiff and aggrieved employees to
15 perform work during their meal periods, to completely skip their meal periods, to take late
16 and short meal periods, and Defendants have otherwise failed to provide the required meal
17 periods to Plaintiff and aggrieved employees as required under California Labor Code §§
18 226.7, 512, 558 and § 11 of the applicable IWC Order.

19 27. Defendants have implemented several practices that have caused Plaintiff
20 and aggrieved employees to systematically miss and otherwise take non-compliant meal
21 periods. Defendants systematically understaff their call centers such that its non-exempt
22 employees are given so much work to complete and calls to answer that they regularly
23 miss or take non-compliant meal periods. As a direct consequence of this understaffing,
24 Plaintiff and aggrieved employees have so much work to complete with no support from
25 other employees that they are forced to skip their meal periods altogether, to take them
26 after working longer than five (5) hours, to perform work during their meal periods, or
27 return to work after taking less than a thirty (30) minute meal period.

28 28. There are also frequently occasions when Plaintiff and aggrieved employees

1 need to perform other duties immediately before and during the time during which they are
2 legally entitled to take a meal period. Pursuant to Defendants' policies, Plaintiff and
3 aggrieved employees cannot simply drop their job duties, such as not answering an
4 incoming call, to take a meal period. Consequently, Plaintiff and aggrieved employees
5 regularly miss meal periods, take late meal periods, return early from meal periods, and
6 even clock out for meal periods but continue working.

7 29. Despite the foregoing, Defendants have implemented a policy and practice
8 of actively discouraging the issuance of meal period premium payments, and in the
9 process, Defendants have also violated California Labor Code §§ 226.7, § 11 of the
10 applicable IWC Wage Order, and the California Unfair Competition Law, California
11 Business & Prof. Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and aggrieved
12 employees who were not authorized and permitted to take a complete, timely,
13 uninterrupted meal period, one additional hour of compensation at the proper regular rate
14 of pay for each workday that such a meal period was not authorized or permitted.

15 **Failure to Provide Required Rest Breaks**

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

17 30. During the statute of limitations period, as part of Defendants' illegal
18 policies and practices to minimize labor costs and maximize corporate profits, Defendants
19 have failed to authorize and permit Plaintiff and other aggrieved employees to take rest
20 breaks as required under California Labor Code §§ 226.7 and 512, and § 12 of the
21 applicable IWC Order.

22 31. The same common policies and practices that deprive Plaintiff and other
23 aggrieved employees from taking their meal periods, as alleged herein, similarly deprive
24 them of their ability to take their first and second and third rest breaks. As alleged herein,
25 Defendants understaff their call centers which creates so much work for Plaintiff and other
26 aggrieved employees that they are frequently unable to take rest breaks.

27 32. Defendants also violated California Labor Code § 226.7, § 12 of the
28 applicable IWC Order, and the California Unfair Competition Law, California Business &

1 Professions Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and other aggrieved
2 employees who were not provided with a rest break, in accordance with the applicable
3 wage order, one additional hour of compensation at the proper regular rate of pay for each
4 workday that a rest break was not provided.

5 **Failure to Pay Overtime Wages**

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

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

15 34. Plaintiff and other aggrieved employees are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of
17 the applicable IWC Order. During the statute of limitations period, Defendants have failed
18 to compensate Plaintiff and other aggrieved employees for all overtime hours worked as
19 required under the foregoing provisions of the California Labor Code and IWC Wage
20 Order by, among other methods: failing to pay overtime at one and one-half (1 ½) or
21 double the regular rate of pay as provided by California Labor Code §§ 510, 1194 and § 3
22 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
23 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but
24 not compensating them for this time, improperly calculating the regular rate of pay based
25 on shift differential and other remuneration, illegally rounding hours to the benefit of
26 Defendants, and other methods to be discovered.

27 35. In a short-sighted attempt to maximize profits, Defendants understaff the
28 call centers where clients call to request or inquire about services. Not only has this

1 practice resulted in widespread missed meal and rest breaks, but it has also caused Plaintiff
2 and other aggrieved employees to perform work while off-the-clock. Defendants have
3 actual or constructive knowledge of this off-the-clock work and subtly condones it.
4 Defendants know that Plaintiff and other aggrieved employees perform this work off-the-
5 clock work.

6 36. Defendants have knowingly and willfully refused to perform its obligations
7 to compensate Plaintiff and other aggrieved employees for all wages earned and all hours
8 worked in violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the
9 applicable IWC Order.

10 **Failure to Pay Minimum Wages**

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

13 37. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable
14 IWC Wage Order, payment to an employee of less than the applicable minimum wage for
15 all hours worked in a payroll period is unlawful.

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

24 39. Defendants' conduct described herein violates California Labor Code §§
25 1194, 1197, and § 4 of the applicable IWC Wage Order. As a proximate result of the
26 aforementioned violations, Plaintiff and other aggrieved employees have been damaged in
27 an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200,
28 203, 226, 1194, 1197.1, and any other applicable law, Plaintiff and other aggrieved

1 employees are entitled to recover the unpaid balance of wages owed to them by Defendants,
2 plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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

4 [Cal. Lab. Code § 204]

5 40. Pursuant to California Labor Code § 204, for all labor performed between the
6 1st and 15th days of any calendar month, Defendants are required to pay their nonexempt
7 employees between the 16th and 26th day of the month during which the labor was
8 performed. California Labor Code § 204 also provides that for all labor performed between
9 the 16th and 26th days of any calendar month, Defendants are required to pay their non-
10 exempt employees between the 1st and 10th day of the following calendar month. In
11 addition, California Labor Code § 204 provides that all wages earned for labor in excess of
12 the normal work period shall be paid no later than the payday of the next regular payroll
13 period.

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

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

21 [Cal. Lab. Code §§ 201 - 203]

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

26 43. Furthermore, pursuant to California Labor Code § 202, Defendants are
27 required to pay all accrued wages due to an employee no later than 72 hours after the
28 employee quits his or her employment, unless the employee provided 72 hours previous

1 notice of his or her intention to quit, in which case the employee is entitled to his or her
2 wages at the time of quitting.

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

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

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

18 **[Cal. Lab. Code §§ 226(a); 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]**

19 46. During the statute of limitations period, Defendants have routinely failed to
20 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage
21 statements. Defendants' pay stubs violate California Labor Code § 226 on their face by,
22 among other things, failing to state the name and address of the legal entity that was
23 Plaintiff's and aggrieved employees' employers. Derivatively, Defendants were and are not
24 providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks
25 but intentionally fails to include in their wage statements one (1) additional hour of
26 compensation at their regular rates of pay for each non-compliant meal periods or rest breaks,
27 applicable rate of pay for sick leave, the regular rate of pay for sick leave, and other
28 California Labor Code violations yet to be discovered.

1 47. In order to conceal its wage theft, Defendants knowingly and intentionally
2 failed to provide Plaintiff and other aggrieved employees with timely and accurate itemized
3 wage statements in accordance with California Labor Code § 226(a) and § 7 of the applicable
4 IWC Order.

5 48. Plaintiff and other aggrieved employees suffered injury as a result of
6 Defendants' failure to provide timely and accurate itemized wage statements prevented them
7 from discovering the scope and extent of Defendants' violations of California wage and hour
8 laws, prevented them from being able to determine the gross wages earned, the total hours
9 worked, all deductions made, the net wages earned, the legal name and address of the
10 employers, all applicable hourly rates in effect during each pay period and the corresponding
11 number of hours worked at each hourly rate, the accurate rate of pay, available supplemental
12 Covid-19 sick leave and amount taken, and other violations yet to be discovered.

13 **Failure to Maintain Required Records**

14 **[Cal. Lab. Code §§ 226(a), 248.2, 248.6, 1174(d); § 7 of the Applicable IWC Wage**
15 **Order]**

16 49. During the statute of limitations period, as part of Defendants' illegal
17 payroll policies and practices to deprive Plaintiff and other aggrieved employees of all
18 wages earned and due, Defendants knowingly and intentionally failed to maintain records
19 as required under California Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable
20 IWC Order, including but not limited to the following records: total daily hours worked by
21 each employee; applicable rates of pay; all deductions; meal periods; time records showing
22 when each employee begins and ends each work period; and accurate itemized statements.
23 Defendants had knowledge that they were not providing their non-exempt employees with
24 proper meal and rest periods, but knowingly failed to include in the wage statements one
25 (1) extra hour of compensation for each missed meal and rest period. Defendants also
26 illegally and inaccurately recorded the time in which Plaintiff and other aggrieved
27 employees worked. Defendants have also failed to maintain accurate, itemized wage
28 statements, and other violations of the California Labor Code which have not been

1 discovered.

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Lab. Code § 2802]**

5 50. California Labor Code § 2802(a) requires an employer to indemnify an
6 employee for all necessary expenditures or losses incurred by the employee in direct
7 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
8 the employer.

9 51. During the Statute of Limitations period, and in violation of California Labor
10 Code § 2802, Defendant failed to indemnify Plaintiff and other aggrieved employees for all
11 business expenses and/or losses incurred in direct consequence of the discharge of their duties,
12 including but not limited to, expenses for the use of the internet and the purchase of other items
13 such as headphones.

14 **FIRST CAUSE OF ACTION**

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

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

17 (On Behalf of Plaintiff against Defendant)

18 52. Plaintiff incorporates herein by specific reference, as though fully set forth,
19 the allegations in paragraphs 1 through 51.

20 53. Plaintiff is an “aggrieved employee” within the meaning of California
21 Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of
22 herself and other current and former non-exempt employees of Defendants pursuant to the
23 procedures specified in Labor Code § 2699.3, because Plaintiff was employed by
24 Defendants and one or more of the alleged California Labor Code violations was
25 committed against Plaintiff during the statute of limitations period.

26 54. Plaintiff seeks to recover civil penalties through a representative action
27 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009)
28 46 Cal.4th 969. Thus, class certification is not required.

1 55. A plaintiff has standing to represent all aggrieved employees for all of her
2 asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas*
3 *Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a
4 plaintiff need only have been employed by the violator and affected by ‘one or more’ of
5 the alleged violations. (Sec. 2699, subds. (a), (c)). Here, Plaintiff was not provided with a
6 legally compliant wage statement pursuant to California Labor Code §226 since the legal
7 name and address of the employer was not provided on Defendants wage statements,
8 Plaintiff was not provided with nor was allowed to use their earned sick leave, in addition
9 to the meal and rest period and other California Labor Code violations as alleged herein.

10 56. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to
11 recover civil penalties from Defendants in a representative action for the violations set
12 forth above, including but not limited to violations of California Labor Code §§ 201, 202,
13 203, 226(a), 226.7, 248.2, 248.6, 510, 512, 1174(d), 1194, 1197, ad 1198.

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

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

California Labor Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).

- d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

58. California Labor Code § 2699(f) provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: 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.

59. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, and 1198.

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

PRAYER FOR RELIEF

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

1. For civil penalties according to proof;
2. For reasonable attorneys' fees and costs pursuant to California Labor Code §

1 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
2 providing for attorneys' fees and costs; and

3 3. For such further relief that the Court may deem just and proper.

4 Dated: April 25, 2024

GUZMÁN & TOKAR LLP

6 By: 
7 Marcia Guzmán, Esq.
Victoria Tokar, Esq.

8 SALUSKY LAW GROUP
9 Anna R. Salusky, Esq.

10 *Attorneys for Plaintiff*
11 *and the Aggrieved Employees*