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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO**

JASON HOLGUIN, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

EMPLOYBRIDGE, LLC; MID-VALLEY
DISPOSAL; MID-VALLEY DISPOSAL
HOLDINGS, LLC; MID-VALLEY
RECYCLING, LLC; MID-VALLEY
DISPOSAL, LLC,

Defendants.

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Superior Court of California
County of Fresno
By: C. York, Deputy

Case No. **24CECG02915**

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

DEMAND FOR JURY TRIAL

1 Plaintiff Jason Holguin (“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 Defendants Employbridge, LLC
5 (“Employbridge”), Mid-Valley Disposal, Mid-Valley Disposal Holdings, LLC (“Mid-Valley
6 Holdings”), Mid-Valley Recycling, LLC (“Mid-Valley Recycling”), Mid-Valley Disposal, LLC
7 (Collectively “Mid-Valley” or “Defendants”) on behalf of the State of California to collect penalties
8 as a result of Defendants’ systematic violations of California labor law with respect to Defendants’
9 non-exempt hourly workers in the State of California (the “Aggrieved Employees”).

10 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
11 employed by Defendants in California.¹

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

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

23 **PARTIES**

24 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
25 employees of Defendants in the State of California. The Aggrieved Employees work as, among other
26 positions, hourly paid garbage truck drivers, garbage truck driver helpers, and other hourly non-
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 exempt employees in California.

2 6. Plaintiff Jason Holguin is an individual over the age of eighteen, and at all times
3 relevant to this Complaint was a resident of the State of California.

4 7. Plaintiff worked for Defendants as a Garbage Truck Helper in Fresno, County of
5 Fresno, California, from approximately December 2023 until February 2024.

6 8. Plaintiff is informed, believes, and thereon alleges that Defendant Employbridge, LLC
7 is a California corporation with its principal place of business located in Duluth, Georgia.
8 Employbridge, LLC is registered to do business in the State of California and does business in the
9 State of California. Employbridge, LLC may be served with process by serving its registered agent,
10 1505 Corporation Service Company d/b/a CSC – Lawyers Incorporating Service, 2710 Gateway Oaks
11 Drive, Sacramento, California 95833.

12 9. Plaintiff is informed, believes, and thereon alleges that Defendant Mid-Valley Disposal
13 is a California corporation with its principal place of business located in Kerman, California. Mid-
14 Valley Disposal is registered to do business in the State of California and does business in the State of
15 California. Mid-Valley Disposal may be served with process by serving its registered agent, John M.
16 Cardot, 205 E. River Park Cir. Ste. 110, Fresno, California 93720.

17 10. Plaintiff is informed, believes, and thereon alleges that Defendant Mid-Valley Disposal
18 Holdings, LLC is a California corporation with its principal place of business located in Kerman,
19 California. Mid-Valley Disposal is registered to do business in the State of California and does business
20 in the State of California. Mid-Valley Disposal may be served with process by serving its registered
21 agent, John M. Cardot, 205 E. River Park Cir. Ste. 110, Fresno, California 93720.

22 11. Plaintiff is informed, believes, and thereon alleges that Defendant Mid-Valley
23 Recycling, LLC is a California corporation with its principal place of business located in Kerman,
24 California. Mid-Valley Recycling, LLC is registered to do business in the State of California and does
25 business in the State of California. Mid-Valley Recycling, LLC may be served with process by serving
26 its registered agent, Joseph Kalpakoff, 15300 W. Jensen Ave., Kerman, California 93630.

27 12. Plaintiff is informed, believes, and thereon alleges that Defendant Mid-Valley Disposal,
28 LLC is a California corporation with its principal place of business located in Kerman, California.

1 Mid-Valley Disposal, LLC is registered to do business in the State of California and does business in
2 the State of California. Mid-Valley Disposal, LLC may be served with process by serving its registered
3 agent, Joseph Kalpakoff, 15300 W. Jensen Ave., Kerman, California 93630.

4 13. Mid-Valley Disposal is a local, privately-owned waste management company located
5 in the Central Valley of California. Mid-Valley Disposal provides a large range of trash, recycling, and
6 organic cart and bin services.

7 14. Plaintiff is informed, believes, and thereon alleges that Defendants employ hundreds
8 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
9 believes, and thereon alleges that, in California, Defendants own, operate, and/or manage disposal
10 facilities in this county. Plaintiff is informed, believes, and thereon alleges that Defendants employ
11 Aggrieved Employees, among other hourly employees, in this County and throughout California.

12 15. At all material times, Defendants do business under the laws of California, have places
13 of business in the State of California, including in this County, and employ Aggrieved Employees in
14 this County. Defendants are “person(s)” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code
15 § 17201. Defendants are also an “employer” as that term is used in the California Labor Code and the
16 IWC Wage Orders.

17 16. Defendants employ Plaintiff and Aggrieved Employees because Defendants, directly
18 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
19 Plaintiff and Aggrieved Employees.

20 **SUBJECT MATTER JURISDICTION AND VENUE**

21 17. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
22 Defendants conduct business and employ Plaintiff and Aggrieved Employees in this County, and
23 therefore the liability and the cause, or some part of the cause, arose in this County.

24 18. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
25 The Court also has jurisdiction over Defendants because they are companies authorized to do business
26 in the State of California, and because Defendants do in fact do business and employ workers in the
27 State of California.

FACTUAL ALLEGATIONS

19. Upon information and belief, Mid-Valley Disposal is a local, privately-owned waste management company located in the Central Valley of California. Mid-Valley Disposal provides a large range of trash, recycling, and organic cart and bin services. Mid-Valley Disposal operates across the State of California.

20. Plaintiff worked for Defendants as a Garbage Truck Helper in Fresno, County of Fresno, California, from approximately December 2023 until February 2024. Although Plaintiff's shifts varied in length, Plaintiff usually worked approximately eleven (11) to twelve (12) hours or more per shift, for approximately five (5) or more shifts per week. Plaintiff's weekly hours varied, but on average, Plaintiff worked approximately 55-60 hours per week, or more.

21. Defendants pay Aggrieved Employees, including Plaintiff, on an hourly rate basis. Plaintiff was compensated at an hourly rate of \$16.

22. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

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

24. Plaintiff and Aggrieved Employees perform their jobs under Defendants' supervision using materials and technology approved and supplied by Defendants.

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

26. At the end of each pay period, Plaintiff and Aggrieved Employees receive wages from Defendants that are determined by common systems and methods that Defendants select and control.

27. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of location in the State of California. Upon information and belief, Plaintiff and Aggrieved Employees worked more than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one year before this Complaint was filed.

1 28. Plaintiff and Aggrieved Employees are not provided with an uninterrupted, off-duty, 30-
2 minute meal period before the fifth hour of work, or a second meal break before the tenth hour of work
3 on days when they work shifts of ten (10) hours or more. Defendant's policies, practices, and
4 procedures prevent Plaintiff and Aggrieved Employees from taking their required 30-minute meal
5 period prior to their fifth hour of work. Defendants require Plaintiff and Aggrieved Employees to clock
6 out for meal periods, but regularly continue working through their meal period to complete their route
7 on time. If Plaintiff or Aggrieved Employees are unable to complete their daily route, Defendants add
8 the remaining stops to the following days route. Regardless of how many stops were required on a
9 route, Plaintiff and Aggrieved Employees are only allowed to work their scheduled hours. This results
10 in Plaintiff and Aggrieved Employees working through their meal and rest breaks to complete assigned
11 routes within their scheduled shifts.

12 29. Management constantly reminds Plaintiff and Aggrieved Employees to clock out for
13 their scheduled meal periods but expects Plaintiff and Aggrieved Employees to continue completing
14 route stops during what is supposed to be a 30-minute uninterrupted meal period. Members of
15 management regularly join Plaintiff and Aggrieved Employees in completing daily routes as drivers
16 and remind employees to clock out for meal periods. During this time off-the-clock, Plaintiff eats on
17 his way to the next stop, loads and unloads waste onto garbage truck, and proceeds to the next stop
18 until they could clock back in after 30-minutes. Thus, Plaintiff and Aggrieved Employees' meal
19 periods are either skipped, interrupted, and shortened because they are required to continue completing
20 their job duties while off-the-clock. Defendants do not provide Plaintiff or Aggrieved Employees with
21 premium pay for these interruptions. As a result, Plaintiff and Aggrieved Employees are not provided
22 with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of
23 work, nor do they receive the proper premium payments for non-compliant meal breaks.

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

28 31. Additionally, Plaintiff and Aggrieved Employees are not provided with uninterrupted,

1 ten-minute rest periods, during which they should be completely relieved of any duty, by the end of
2 the fourth hour of work, and again, by the end of the eighth hour of work.

3 32. Defendants require Plaintiff and Aggrieved Employees to not take rest breaks and
4 continue with their pick-up route in order to complete their route on time and do not provide the
5 opportunity to take 10-minute rest periods. Thus, Plaintiff and Aggrieved Employees remain on duty
6 during their 10-minute rest periods by continuing to complete route and carrying out garbage pick-
7 ups.

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

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

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

17 36. Defendants regularly fail to compensate Plaintiff and Aggrieved Employees for all hours
18 worked, including minimum wage and overtime. Defendants routinely require Plaintiff and Aggrieved
19 Employees to perform work off-the-clock and without compensation. This includes but is not limited
20 to Defendants requiring Plaintiff and Aggrieved Employees to continue driving and completing
21 garbage pick-up routes while clocked out for their 30-minute meal period. Plaintiff and Aggrieved
22 Employees are therefore denied compensation for all hours worked, including overtime wages, in
23 violation of the California Labor Code.

24 37. Additionally, as a matter of common policy and/or practice, for any overtime work that
25 Defendants do record, Defendants fail to pay Plaintiff and Aggrieved Employees their full earned
26 overtime wages compensated at the rate of no less than one and one-half times their regular rate of
27 pay.

28 38. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly employees

1 of Defendants are subject to the same or similar unlawful timekeeping and compensation policies and
2 practices.

3 39. Defendants' common course of wage-and-hour abuse results in routinely failing to
4 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.

5 40. As a result of the aforementioned violations, Plaintiff and Aggrieved Employees are
6 provided with inaccurate wage statements as such statement do not reflect the correct amount of gross
7 and net wages earned, including overtime compensation and premium pay for non-complaint meal
8 and rest periods, nor the correct total hours worked by Plaintiff and Aggrieved
9 Employees. Defendants' failure to record all hours worked also results in a failure to provide Plaintiff
10 and Aggrieved Employees, including Plaintiff, accurate itemized wage statements as required by
11 California law. The wage statements Defendants provide are not accurate because they do not reflect
12 payment for all hours worked, including minimum wage and overtime compensation. Further, the
13 wage statements are inaccurate because they do not include premium pay for non-compliant meal and
14 rest periods in violation of California law.

15 41. Further, Defendants do not provide Plaintiff and Aggrieved Employees who are former
16 workers of Defendants with full payment of all wages owed upon separation from employment. At the
17 time their employment ends, Plaintiff and Aggrieved Employees are owed wages for all time worked,
18 including overtime and premium pay for non-compliant meal periods, whether their termination was
19 voluntary or involuntary; yet Defendants has failed to provide Plaintiff and Aggrieved Employees with
20 such payments within the required time period. As a result, and pursuant to the California Labor Code,
21 Defendants are subject to waiting time penalties.

22 42. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
23 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants
24 operations in the State of California.

25 **FIRST CAUSE OF ACTION**

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

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

28 43. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth

1 herein.

2 44. Cal. Lab. Code § 2699(a) provides:

3 Notwithstanding any other provision of law, any provision of this code that
4 provides for a civil penalty to be assessed and collected by the Labor and
5 Workforce Development Agency or any of its departments, divisions,
6 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.

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

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

11 If an employer willfully fails to pay, without abatement or reduction, in
12 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
13 employee who is discharged or who quits, the wages of the employees shall
14 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.

15 47. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty
16 in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

17 48. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
18 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
19 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
20 203 and 256.

21 49. Cal. Lab. Code § 226(a) provides:

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

and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

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

51. Cal. Lab. Code § 226.3 provides:

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

52. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, 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).

53. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on March 29, 2024, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On March 29, 2024, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

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

55. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees

1 and costs as set forth below.

2 56. Wherefore, Plaintiff requests relief as hereinafter provided.

3 **SECOND CAUSE OF ACTION**

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

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

6 57. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
7 herein.

8 58. Cal. Lab. Code § 2699(f) provides:

9 For all provisions of this code except those for which a civil penalty is
10 specifically provided, there is established a civil penalty for a violation of
11 these provisions, as follows: . . . (2) If, at the time of the alleged violation,
12 the person employs one or more 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.

13 59. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
14 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
15 commission basis or method of calculation.”

16 60. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
17 employment are due and payable twice during each calendar month....”

18 61. Cal. Lab. Code § 221 provides that “[i]t shall be unlawful for any employee to collect
19 or receive from an employee any part of wages therefore paid by said employer to said employee.”

20 62. Cal. Lab. Code § 225.5 provides in relevant part:

21 In addition to, and entirely independent and apart from, any other penalty
22 provided in this article, every person who unlawfully withholds wages due
23 any employee in violation of Section 212, 216, 221, 222, or 223 shall be
24 subject to a civil penalty as follows: (a) For any initial violation, one
25 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.

26 63. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
27 employee is subject to the control of an employer and includes all the time the employee is suffered
28 or permitted to work, whether or not required to do so.”

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

3 65. Cal. Lab. Code § 510 provides, in relevant part:

4 Eight hours of labor constitutes a day's work. Any work in excess of eight
5 hours in one workday and any work in excess of 40 hours in any one
6 workweek and the first eight hours worked on the seventh day of work in
7 any one workweek shall be compensated at the rate of no less than one and
8 one-half times the regular rate of pay for an employee. Any work in excess
9 of 12 hours in one day shall be compensated at the rate of no less than twice
10 the regular rate of pay for an employee. In addition, any work in excess of
11 eight hours on any seventh day of a workweek shall be compensated at the
12 rate of no less than twice the regular rate of pay of an employee. Nothing in
13 this section requires an employer to combine more than one rate of overtime
14 compensation in order to calculate the amount to be paid to an employee for
15 any hour of overtime work.

16 66. Cal. Lab. Code § 1197 provides:

17 The minimum wage for employees fixed by the commission or by any
18 applicable state or local law, is the minimum wage to be paid to employees,
19 and the payment of a lower wage than the minimum so fixed is unlawful.
20 This section does not change the applicability of local minimum wage laws
21 to any entity.

22 67. Cal. Lab. Code § 1194 provides, in relevant part:

23 Notwithstanding any agreement to work for a lesser wage, any employee
24 receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil
26 action the unpaid balance of the full amount of this minimum wage or
27 overtime compensation, including interest thereon, reasonable attorney's
28 fees, and costs of suit.

29 68. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
30 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
31 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing
32 an employee for more than five hours without a meal period of not less than thirty minutes, and from
33 employing an employee more than ten hours per day without providing the employee with a second
34 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
35 thirty-minute meal period and ten-minute rest period, the employee is considered "on duty" and the
36 meal period is counted as time worked under the applicable wage orders.

37 69. Defendants' policies and practices result in payment of wage and overtime violations,

1 and meal and rest periods violations.

2 70. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
3 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
4 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
5 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
6 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
7 Lab. Code §§ 204, 226.7, 510, 512, 1118.2, 1194, 1197, 1198, IWC Wage Order 4-2001, and any other
8 violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

9 71. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on March 29, 2024, Plaintiff
10 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
11 file this claim. On March 29, 2024, Plaintiff mailed Defendants a copy of such notice via certified
12 mail. At least sixty-five calendar days have passed without a response from the LWDA. Plaintiff
13 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
14 Code § 2699.3(a).

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

17 73. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
18 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
19 and costs as set forth below.

20 74. Wherefore, Plaintiff requests relief as hereinafter provided.

21 **PRAYER FOR RELIEF**

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

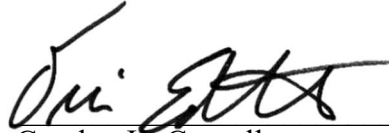
- 23 1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
24 Lab. Code as alleged herein;
- 25 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
26 penalties provided under the PAGA;
- 27 3. For an award of reasonable attorneys’ fees as provided by the Cal. Lab. Code §
28 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;

1 4. For all costs of suit; and

2 5. For such other and further relief as this Court deems just and proper.

3 Respectfully Submitted,

4 Date: July 9, 2024

5 

6 Carolyn H. Cottrell

7 Ori Edelstein

8 Ryan A. Quadrel

9 **SCHNEIDER WALLACE**

10 **COTTRELL KONECKY LLP**

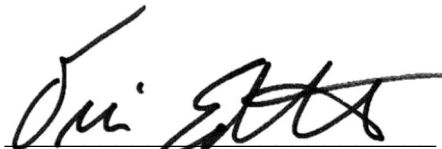
11 *Attorneys for Plaintiff, on behalf of the State of*
12 *California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

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

Date: July 9, 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*