

05/29/2024

By: K. Lideros Deputy

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIKA BONILLA DELEON, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

SAN FRANCISCO FOODS LLC, a
Delaware Limited Liability Company;
SAMUEL HALE, LLC, a California Limited
Liability Company; SAMUEL HALE 2,
LLC, a Florida Corporation; SAMUEL
HALE 3 LLC, a California Limited Liability
Company; SAMUEL HALE 4 LLC, a
California Limited Liability Company;
SAMUEL HALE EXCHANGE LLC, a
California Limited Liability Company;
SAMUEL HALE EAST, LLC, a California
Limited Liability Company; and DOES 1 to
100, inclusive,

Defendants.

Case No. **24CV010557**

COMPLAINT FOR DAMAGES:

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Failure to Pay All Hours Worked**
- 4. Meal Period Violations**
- 5. Rest Period Violations**
- 6. Wage Statement Violations**
- 7. Waiting Time Penalties**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1 Plaintiff ERIKA BONILLA DELEON (“Plaintiff”), on behalf of herself and all other
2 similarly situated employees, hereby files this Complaint against Defendants SAN FRANCISCO
3 FOODS LLC, a Delaware Limited Liability Company; SAMUEL HALE, LLC, a California Limited
4 Liability Company; SAMUEL HALE 2, LLC, a Florida Corporation; SAMUEL HALE 3 LLC, a
5 California Limited Liability Company; SAMUEL HALE 4 LLC, a California Limited Liability
6 Company; SAMUEL HALE EXCHANGE LLC, a California Limited Liability Company; SAMUEL
7 HALE EAST, LLC, a California Limited Liability Company and DOES 1 to 100, inclusive
8 (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff allege
9 the following:

10 **JURISDICTION AND VENUE**

11 1. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 1.

14 2. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that Defendant
15 reside in Sacramento County and/or are foreign entities and have not designated any county in
16 California as being where they maintain their principal offices. In addition, some of the wrongful acts
17 and violations of law asserted herein occurred within Alameda County, and Defendants' obligation to
18 pay wages arose in Alameda County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
19 Cal.3d 403, 414 (1984).

20 3. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
21 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
22 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
23 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
24 (“LWDA”) on approximately March 21, 2024. Plaintiff provided facts and legal bases for his claims
25 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
26 of action. Plaintiff also submitted the \$75.00 filing fee. The March 21, 2024, notice was also sent via
27 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
28 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies

pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but is not limited to, the following: all non-exempt employees who worked or continue to work for Defendants in California at any time between March 21, 2024, to the present.

PARTIES

4. ERIKA BONILLA DELEON is an individual over the age of eighteen (18) and is a resident of the State of California.

5. Plaintiff alleges, SAN FRANCISCO FOODS LLC, is now and/or at all times mentioned in this Complaint was a Delaware Limited Liability Company and the owner and operator of an industry, business and/or facility doing business in the State of California.

6. Plaintiff alleges, SAMUEL HALE, LLC, is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Plaintiff alleges, SAMUEL HALE 2, LLC, is now and/or at all times mentioned in this Complaint was a Florida Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

8. Plaintiff alleges, SAMUEL HALE 3 LLC, is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and the owner and operator of an industry, business and/or facility doing business in the State of California.

9. Plaintiff alleges, SAMUEL HALE 4 LLC, is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and the owner and operator of an industry, business and/or facility doing business in the State of California.

10. Plaintiff alleges, SAMUEL HALE EXCHANGE LLC, is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and the owner and operator of an industry, business and/or facility doing business in the State of California.

11. Plaintiff alleges, SAMUEL HALE EAST, LLC, is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and the owner and operator of an industry, business and/or facility doing business in the State of California.

12. Defendants DOES 1 through 100 are affiliates, subsidiaries, and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

13. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

15. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

16. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

GENERAL ALLEGATIONS

17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully set forth herein.

18. Plaintiff started working at San Francisco Foods LLC in or about late summer of 2023 in the Burrito Assembly Line. She was earning approximately \$18.00 per hour. Plaintiffs believes that she was not paid for all of the hours she worked. Plaintiff did not clock in and out for meal breaks. Defendants automatically deducted meal breaks based on the schedule rather than actual time.

19. During her employment with Defendants, Plaintiff did not receive thirty-minute meal breaks during her typical eight-hour shifts. Defendants had a meal break alarm that would ring at 6:00 p.m., on the nose, notifying the assembly line employees that their meal break had started. However, the

1 incomplete burritos that were on the assembly/food prep lines had to be completed prior to each staff
2 member starting their break. This was the company's policy. This meant that each employee on the
3 assembly line would be relieved of their duties two to seven minutes after the meal break alarm rang.

4 20. In addition, typically at 6:25 p.m., only 25 minutes from the time the meal break alarm
5 rang, the "return to work" alarm would ring, notifying employees that they should start their way back to
6 the assembly lines so work could start at 6:30 p.m. From 6:25 p.m. to 6:30 p.m., employees had to don
7 their aprons, gloves, and sleeves to commence work at 6:30 p.m. Employees were only provided a
8 maximum of twenty-five (25) minutes for meal periods and some employees even received less than 25
9 minutes per meal period if they had to complete products on their assembly lines prior to being released
10 for their lunch break. In addition, when plaintiff worked more than 10 hours in a workday, Defendants
11 failed to provide her with a second meal break.

12 21. During her employment, Plaintiff did not receive a ten-minute rest break for every four
13 (4) hours worked or fraction thereof. Similar to meal breaks, Defendants rang an alarm to notify the
14 department when to take and return from their rest breaks. The rest break alarm would typically ring at
15 4:15 p.m. to commence a fifteen-minute rest break for the entire department. However, those working
16 on food lines had to complete burritos on the assembly line prior to leaving for their breaks and they had
17 to take the scales to be washed. This process took from about two (2) to six (6) additional minutes,
18 causing many employees to start their rest break 2-6 minutes later than the alarm. Once again, at 4:25
19 p.m. (ten minutes after the break alarm had rang), the "return to work" alarm would ring, notifying all
20 employees to put on their gear and prepare their stations to start work at 4:30 p.m., causing some
21 employees to only get approximately 4-8 minutes of their rest break. The same scenario occurred at
22 9:45 p.m. for the second rest break. When plaintiff worked more than 10 hours in a workday,
23 Defendants failed to provide her with a third rest break.

24 22. Plaintiff is certain she had applied to work with Defendant San Francisco Foods LLC.
25 Instead, on Plaintiff's paystubs, the employing entity is "Samuel Hale". A look at the California
26 Secretary of State does not show a "Samuel Hale" as a legal entity to do business in California. Hence,
27 Plaintiff is unsure of the true legal entity who employed her.
28

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully
6 set forth herein.

7 24. During the period Plaintiff was employed by Defendants, Defendants were required to
8 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
9 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
10 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. One, section*
11 *(3)(A); Cal. Lab. Code §§ 510, 1194.*

12 25. Plaintiff worked in excess of eight (8) hours per day and/or forty (40) hours per week on
13 several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff
14 for all overtime hours worked at their regular rate of pay.

15 26. Plaintiff was not exempt from overtime protections employees under the California Wage
16 Orders and Labor Code.

17 27. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
18 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
19 here in full.

20 **SECOND CAUSE OF ACTION**
21 **FAILURE TO PAY MINIMUM WAGES**
22 **(As to all Defendants)**

23 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully
24 set forth herein.

25 29. For the period preceding the filing of this Complaint, Defendants were required to
26 compensate Plaintiff with at least California's applicable minimum for every hour worked. *See MW-*
27 *Order 2019; IWC Wage Order, No. One, section 4(A); Cal. Lab. Code § 1194.*

28 30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
obligation to pay the minimum wage for each hour worked but failed to do so.

1 31. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
2 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
3 here in full.

4
5 **THIRD CAUSE OF ACTION**
6 **FAILURE TO PAY ALL HOURS WORKED**
7 **(As to all Defendants)**

8 32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully
9 set forth herein.

10 33. The law requires that the employer pay employees for all their hours worked. This is
11 based on contract principles between what the employer and employee agreed to.

12 34. Further, Labor Code section 223 states that "[w]here any statute or contract requires an
13 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage"

14 35. Due to Defendants' practice, Plaintiff was deprived of wages.

15 36. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
16 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
17 here in full.

18 **FOURTH CAUSE OF ACTION**
19 **MEAL PERIOD VIOLATIONS**
20 **(As to all Defendants)**

21 37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully
22 set forth herein.

23 38. An employer must provide an employee a meal period in accordance with the
24 applicable Wage Order, and California Labor Code sections 226.7 and 512.

25 39. California Labor Code sections 226.7 and 512 and IWC Wage Order No. One, section
26 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
27 minutes for each work period of more than five (5) hours.

28 40. California Labor Code section 512 and Wage Order No. One section 11(B) further
provide that employers may not employ employees for a work period for more than ten (10) hours
per day without providing the employee with a second meal period of at least thirty (30) minutes.

1 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
2 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
3 (1) hour of pay at their regular rate of compensation for each meal period not provided.

4 41. Defendants employed Plaintiff for periods of more than five (5) hours without
5 providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30)
6 minutes when Plaintiff worked more than ten (10) hours in a day. Defendants also failed to allow
7 Plaintiff to take their second meal period before the completion of their tenth hour of work.

8 42. Defendants further failed to pay Plaintiff the applicable meal period premiums for any
9 such missed meal breaks.

10 43. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in
11 the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set
12 forth here in full.

13 **FIFTH CAUSE OF ACTION**
14 **REST PERIOD VIOLATIONS**
15 **(As to all Defendants)**

16 44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully
17 set forth herein.

18 45. An employer must provide an employee a rest period in accordance with the
19 applicable Wage Order and California Labor Code section 226.7.

20 46. California Labor Code section 226.7 and Wage Order No. One, section 12(A) require
21 an employer to provide a rest period of not less than ten (10) minutes for each work period of more
22 than four (4) hours or a major fraction thereof.

23 47. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff to take paid
24 rest periods of at least ten (10) minutes for each work period that they worked more than four (4)
25 hours or a major fraction thereof. Defendants also failed to allow Plaintiff to take her third rest break
26 before the completion of their tenth hour of work.

27 48. Defendants further failed to pay Plaintiff the applicable rest period premiums for any
28 such missed rest periods.

49. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, 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 the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

52. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately document all hours worked during the pay period causing failure to pay all minimum wage and overtime hours worked and meal and rest period premiums. Plaintiff were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally,

1 Plaintiff suffered confusion over whether they received all wages owed and were prevented from
2 effectively challenging information on their wage statements.

3 53. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in
4 the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set
5 forth here in full.

6 **SEVENTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(As to all Defendants)**

9 54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully
10 set forth herein.

11 55. An employer must pay an employee who is terminated all unpaid wages immediately
12 upon termination. *See* Cal. Lab. Code § 201.

13 56. An employer must pay an employee who resigns all unpaid wages within seventy-two
14 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

15 57. Plaintiff did not receive all wages, including minimum and overtime wages, meal and rest
16 period premiums, at their termination or within the required time after her separation from employment.

17 58. An employer who willfully fails to pay an employee wages in accordance with California
18 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
19 days. *See* Cal. Lab. Code § 203.

20 59. Defendants knew of their obligation to pay Plaintiff's final wages when their employment
21 terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees that
22 Plaintiff and similarly situated employees were not Such conduct shows Defendants had knowledge of
23 earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining
24 wages owed.

25 60. As a proximate result of Defendants' conduct, Plaintiff has been damaged and deprived
26 of her wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants'
27 failure to pay all wages due.

28 //

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants and DOES 1 to 100)

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

63. Plaintiff was not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff was denied statutory protections regarding meal and rest periods.

64. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

65. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff is entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully set forth herein.

67. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order One, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order One, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. One, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. One, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code § 226.2 (Failure to Pay Non-Productive Time)

68. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

69. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

70. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;

- 1 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
2 Code section 1194;
- 3 3. As to the Second Cause of Action:
- 4 a. Wages in an amount to be proven at trial;
- 5 b. Interest for the wages due pursuant to California Labor Code section 1194;
- 6 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
7 Code section 1194;
- 8 d. Liquidated damages pursuant to California Labor Code section 1194.2;
- 9 4. As to the Third Cause of Action:
- 10 a. All wages earned and owing;
- 11 b. Interest, attorneys' fees, and costs pursuant to Labor Code section 218.5 and
12 218.6
- 13 5. As to the Fourth Cause of Action:
- 14 a. Wages in an amount to be proven at trial;
- 15 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
16 section 1021.5;
- 17 6. As to the Fifth Cause of Action:
- 18 a. Wages in an amount to be proven at trial;
- 19 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
20 section 1021.5;
- 21 7. As to the Sixth Cause of Action:
- 22 a. Penalties as provided for in Labor Code section 226, including the greater of all
23 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
24 violation occurred and one hundred dollars (\$100.00) per employee for each
25 violation in the subsequent pay periods, but not to exceed four thousand dollars
26 (\$4,000.00);
- 27 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
28 226(e);

1 8. As to the Ninth Cause of Action:

- 2 a. For civil penalties as provided in the Labor Code for each enumerated
3 violation;
4 b. For those Labor Code sections where there is no civil penalty provided for their
5 violation, the default penalty provided in Labor Code section 2699(f): for any
6 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
7 period; For any subsequent violation, two hundred dollars (\$200) for each
8 aggrieved employee per pay period;
9 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
10 d. For any other remedies as allowed by law and/or deemed appropriate by the
11 Court;

12 9. For such other and further relief as this Court may deem just and proper,
13 including, but not limited to:

- 14 a. Wages as proved at trial;
15 b. Injunctive and Declaratory relief;
16 c. Attorney's fees and costs as provided for by law; and
17 d. Interest.

18
19 Dated: May 29, 2024

20 **Shimoda & Rodriguez Law, PC**

21 By: 
22 Galen T. Shimoda
23 Attorneys for Plaintiff