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

KAROLINA JEORGE, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

TRES HERMANOS Y AMIGO 1, LLC, a
California limited liability company; TRES
HERMANOS Y AMIGO 2, LLC, a
California limited liability company; TRES
HERMANOS Y AMIGO 3, LLC, a
California limited liability company; TRES
HERMANOS Y AMIGO 4, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **25CV001913**

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

[California Labor Code § 2698 et seq.]

1 Plaintiff Karolina George (“Plaintiff”) brings this representative action, individually and on
2 behalf of all other aggrieved employees, to recover civil penalties relating to systematic violations of
3 California wage and hour laws by Tres Hermanos Y Amigo 1, LLC, Tres Hermanos Y Amigo 2, LLC,
4 Tres Hermanos Y Amigo 3, LLC, and Tres Hermanos Y Amigo 4, LLC (“Employers” or
5 “Defendants”). Plaintiff makes the following allegations on information and belief, except as to
6 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

7 **INTRODUCTION**

8 1. Defendants own and operate a chain of restaurants in Sacramento and Folsom,
9 California. Plaintiff, along with other non-exempt employees of Defendants, worked and performed
10 duties and tasks at these restaurants and additionally, received wages from Defendants.

11 2. Defendants implemented common policies and practices within their restaurants that
12 have resulted in systematic violations of California’s wage and hour laws.

13 3. Tres Hermanos Y Amigo 1, Group LLC (“Amigo 1” or jointly referred to as
14 “Employers” or “Defendants” collectively), owns and operates two or more casual dining, fast food
15 Mexican American restaurants.

16 4. Tres Hermanos Y Amigo 2, Group LLC (“Amigo 2” or jointly referred to as
17 “Employers” or “Defendants” collectively), owns and operates two or more casual dining, fast food
18 Mexican American restaurants.

19 5. Tres Hermanos Y Amigo 3, Group LLC (“Amigo 3” or jointly referred to as
20 “Employers” or “Defendants” collectively), owns and operates two or more casual dining, fast food
21 Mexican American restaurants.

22 6. Tres Hermanos Y Amigo 4, Group LLC (“Amigo 4” or jointly referred to as
23 “Employers” or “Defendants” collectively), owns and operates two or more casual dining, fast food
24 Mexican American restaurants.

25 7. In an effort to conserve labor costs, and thereby maximize profits, Defendants have
26 implemented policies and practices that have resulted in systematic violations of California’s wage and
27 hour laws.

1 8. For example, Defendants have implemented unlawful policies with respect to meal and
2 rest breaks. Defendants require the non-exempt employees, who are informed that the needs of the
3 restaurant and its patrons take top priority, to work through meal and rest breaks, to take untimely meal
4 periods and to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees
5 have been denied the ability to take meal and rest breaks that they were and are legally entitled to take.

6 9. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved
7 employees proper overtime wages and minimum wages due to the fact that it has willfully turned a
8 blind eye to off-the-clock work that Plaintiff and other non-exempt employees perform as a direct
9 consequence of Defendants' understaffing and imposition of an unreasonable workload.

10 10. Defendants also failed to pay timely wages to current and former employees and has
11 failed to maintain required employee records and provide accurate, itemized wage statements.

12 **JURISDICTION AND VENUE**

13 11. The Superior Court of the State of California has jurisdiction in this matter because
14 Defendants are 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 on
16 California law.

17 12. Venue is proper in this judicial district and the County of Sacramento because
18 Defendants maintain one or more of their restaurants in the County of Sacramento and Plaintiff worked
19 for Defendants in County of Sacramento at one of their restaurants located in the City of Folsom,
20 California, a city located in the County of Sacramento. Many if not all of the other aggrieved employees
21 also worked for Defendants at their restaurants located in the County of Sacramento.

22 **THE PARTIES**

23 13. During the statute of limitations period, Plaintiff was employed by Defendants as a
24 "Sous Chef", a non-exempt, hourly position, during the period of time from April 4, 2019, through July
25 18, 2024.

26 14. Defendants are, and at all times relevant herein were, organized and existing under the
27 laws of the State of California. On information and belief, Defendants are authorized to conduct
28 business in the State of California and does conduct business in the State of California.

1 15. At all relevant times herein, Defendants were the joint employers of Plaintiff and
2 aggrieved employees. Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint
3 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
4 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was
5 completely dominated by his, her or its co-Defendants, and each was the alter ego of the other.
6 Moreover, at all material times there has been extensive interrelation of operations, common
7 management, centralized control of labor relations with respect to Plaintiff and Class members, and
8 common ownership or financial control between all Defendants.

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

16 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

17 17. On October 18, 2024, Plaintiff gave written notice by certified mail pursuant to
18 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
19 ("LWDA") and Defendants, of the specific provisions of the California Labor Code and IWC Wage
20 Order alleged to have been violated, including the facts and theories to support the alleged violations.
21 Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five
22 (65) days from the October 18, 2024, postmark date of his written notice before filing this action,
23 Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to
24 commence a representative action under the California Private Attorneys General Act of 2004
25 ("PAGA").

26 18. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
27 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former
28 non-exempt employees of Defendants who are California citizens and performed work for Defendants

1 in the State of California at any time within the period beginning one (1) year prior to the October 18,
2 2024, notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action
3 proceeds to final judgment (“statute of limitations period”).

4 **FACTUAL ALLEGATIONS**

5 **Failure to Provide Required Meal Periods**

6 **California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order**

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

13 20. Defendants have implemented several practices that have caused Plaintiff and aggrieved
14 employees to systematically miss and otherwise take non-compliant meal periods. Defendants
15 systematically understaff job sites such that non-exempt employees are given so much work to
16 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct
17 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
18 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after
19 working longer than five (5) hours, to perform work during their meal periods, or return to work after
20 taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other aggrieved employees
21 need to secure permission before taking a meal period, which is often denied by supervisors.

22 21. There are also frequent occasions when Plaintiff and aggrieved employees need to
23 perform other duties immediately before the time during which they are legally entitled to take a meal
24 period. Pursuant to Defendants’ policies, Plaintiff and aggrieved employees cannot simply drop their
25 job duties and leave a customer, refuse an order or stop cleaning in order to take a meal period.
26 Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take late meal periods,
27 return early from meal periods, and even clock out for meal periods but continue working.

28 22. Plaintiff and aggrieved employees need to secure permission before taking a meal

1 period. Plaintiff and aggrieved employees often cannot simply stop taking an order from a customer or
2 stop cleaning to take their meal period, and their inability to secure coverage frequently causes them to
3 miss and otherwise take non-compliant meal periods.

4 23. Despite the foregoing, Defendants have implemented a policy and practice of actively
5 discouraging the issuance of meal period premium payments, and in the process, Defendants have
6 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to
7 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
8 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper regular
9 rate of pay for each workday that such a meal period was not authorized or permitted.

10 24. Defendants also implemented an unlawful meal period policies by compensating
11 Plaintiff and aggrieved employees for interrupted meal periods only for their actual work time, as
12 opposed to paying them the legally required premium payments for non-compliant meal periods.

13 **Failure to Provide Required Rest Breaks**

14 **California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order**

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

19 26. The same or similar policies and practices that deprive Plaintiff and other aggrieved
20 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
21 take their first and second and third rest breaks. As alleged herein, Defendants understaff their
22 restaurants, which create so much work for Plaintiff and other aggrieved employees that they are
23 frequently unable to take rest breaks. Moreover, Plaintiff and aggrieved employees need to first secure
24 permission before taking a rest break. Plaintiff and aggrieved employees often cannot simply stop
25 assisting a customer or stop cleaning to take a rest break, and their inability to secure coverage causes
26 them to regularly miss and otherwise take non-compliant rest breaks.

27 27. Defendants also do not provide adequate training regarding their legal obligations with
28 respect to the provision of rest breaks, do not implement a schedule regarding rest breaks for non-

1 exempt employees, and often interrupt staff who try to take rest periods. In short, Defendants essentially
2 have non-existent rest break policies, as there is no guidance or specification as to when Plaintiff and
3 other aggrieved employees are authorized and permitted to take rest breaks during their shifts.

4 28. Defendants also violated California Labor Code § 226.7, and § 12 of the applicable IWC
5 Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest
6 break, in accordance with the applicable wage order, one additional hour of compensation at the proper
7 regular rate of pay for each workday that a rest break was not provided.

8 **Failure to Pay Overtime Wages**

9 **California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order**

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

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

26 31. In a short-sighted attempt to maximize profits, Defendants have understaffed their
27 restaurants. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
28 also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendants

1 have actual or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and
2 other aggrieved employees routinely arrive to work early to check so that they are prepared and ready
3 to begin performing their duties promptly at the start of their shifts, as they must be pursuant to the
4 requirements of Defendants. Defendants know that Plaintiff and other aggrieved employees perform
5 this work off-the-clock.

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

9 **Failure to Pay Minimum Wages**

10 **Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order**

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

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

21 35. Defendants conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4 of
22 the applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff and
23 other aggrieved employees have been damaged in an amount according to proof at trial. Therefore,
24 pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable law,
25 Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed to
26 them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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

2 **California Labor Code §§ 201, 202 and 203**

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

7 37. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
8 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
10 which case the employee is entitled to his or her wages at the time of quitting.

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

15 39. During the statute of limitations period, Defendants have willfully failed to pay accrued
16 wages and other compensation to Plaintiff and other aggrieved employees in accordance with California
17 Labor Code §§ 201 and 202. On information and belief, Defendants do not have a sufficient policy to
18 provide aggrieved employees with their final paychecks within the timeframes required under
19 California law. Defendants continue to fail to properly compensate other aggrieved employees for all
20 hours worked when due, overtime wages, and compensation for non-compliant meal and rest breaks,
21 Defendants also willfully failed and continue to fail to pay accrued wages and other compensation to
22 the aggrieved employees in accordance with California Labor Code §§ 201 and 202.

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

24 **Labor Code § 226(a) and § 7 of the applicable IWC Order**

25 40. During the statute of limitations period, Defendants routinely failed to provide Plaintiff
26 and other aggrieved employees with timely and accurate itemized wage statements. Defendants' pay
27 stubs have violated California Labor Code § 226. Next, Defendants are not providing Plaintiff and
28 other aggrieved employees with proper meal periods and rest breaks but intentionally fail to include in

1 their wage statements one (1) additional hour of compensation at their regular rates of pay for each
2 non-compliant meal period or rest break. Moreover, Defendants have failed to pay proper overtime
3 wages to Plaintiff and other aggrieved employees and their wage statements therefore fail to reflect the
4 correct hourly rates worked by Plaintiff and other aggrieved employees.

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

8 42. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
9 Defendants to provide timely and accurate itemized wage statements because it prevented them from
10 discovering the scope and extent of Defendants' violations of California wage and hour laws, prevented
11 them from being able to accurately determine the gross wages earned, the total hours worked, all
12 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period and
13 the corresponding number of hours worked at each hourly rate and the balance and available amount
14 of sick leave.

15 **Failure to Maintain Required Records**

16 **California Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Wage Order**

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

1 Defendants have also failed to maintain accurate, itemized wage statements, as alleged above.

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

3 **[Cal. Lab. Code §2802]**

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

7 45. During the Statute of Limitations Period, Defendants have failed to reimburse aggrieved
8 employees regarding the maintenance of their uniforms, including washing and laundering workplace
9 uniforms, and usage of cellular phones, and the purchase of work shoes which Defendants did not
10 reimburse Plaintiff and other aggrieved employees for the costs of the expenditures relating to their
11 cellular phones, maintenance of uniforms and other supplies.

12 **Failure to Provide Suitable Seating**

13 **IWC Wage Order No. 5-2001, § 14**

14 46. Defendants failed to provide suitable seating in the workplace. Pursuant to IWC Wage
15 Order No. 5-2001, § 14 provides:

16 “(A) All working employees shall be provided with suitable seats when the
17 nature of the work reasonably permits the use of seats.”

18 “(B) When employees are not engaged in the active duties of their employment
19 and the nature of the work requires standing, an adequate number of suitable seats
20 shall be placed in reasonable proximity to the work area and employees shall be
permitted to use such seats when it does not interfere with the performance of their
duties.”

21 47. Defendants failed to provide suitable seating by not providing any seats or stools at the
22 areas provided by Defendants to Plaintiff and other aggrieved employees. The nature of the work
23 reasonably permits the use of seats to Plaintiff and the other aggrieved employees with regard to the
24 performance of their duties and responsibilities. To the extent that the use of seats could interfere with
25 their work duties, at all times herein it is and has been reasonable for Defendants to place seats in
26 reasonable proximity to work areas to be used by Plaintiff and other aggrieved employees when doing
27 so would not interfere with their job duties and responsibilities.

1 **Failure to Implement a Workplace Prevention Policy**

2 **Labor Code §§6401.7 and 6401.9**

3 48. California Labor Code §§6401.7 and 6401.9 required Defendants to develop and
4 implement a workplace violence prevention plan in accordance with newly codified Labor Code section
5 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Defendants were required
6 to establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1)
7 implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3)
8 training program to discuss and prevent workplace violence; and 4) maintain records relating to
9 workplace violence which includes, records of workplace violence hazard identifications, evaluations,
10 and correction must be created and maintained for a minimum of five years; training records must be
11 created and maintained;. incident logs; and records of workplace violence incident investigations under
12 must be maintained.

13 49. On or after July 1, 2024, Defendants knowingly and willfully failed to implement a
14 Workplace Violence Prevention Policy. Plaintiff on behalf of herself and the other aggrieved
15 employees, are entitled to recover penalties up to \$25,000 for serious violations, and up to \$158,727
16 for “willful” violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

17 **FIRST CAUSE OF ACTION**

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

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

20 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendants)**

21 50. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 49 above.

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

28 52. Plaintiff seeks to recover civil penalties through a representative action permitted by

1 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus, class
2 certification is not required.

3 53. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
4 penalties from Defendants in a representative action for the violations set forth above, including but
5 not limited to, violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 558, 1174,
6 1194, 2802, 6401.7, 6401.9, 6428, 6429, and for the violations of the applicable IWC Wage Order
7 alleged above.

8 54. Plaintiff seeks to recover civil penalties through a representative action permitted by the
9 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969.

10 55. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
11 against Defendants for violations of California Labor Code provisions for which a civil penalty is
12 specifically provided, Labor Code § 226.3, 558 (penalties only), 1174.5, and all other applicable Labor
13 Code Sections which provide for penalties.

14 56. California Labor Code § 2699(f) provides that for all California Labor Code violations
15 for which a civil penalty is not specifically provided, the following civil penalties are established: one
16 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
17 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

18 57. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
19 Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically
20 provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7, 1197, and for
21 the violations of the applicable IWC Wage Order alleged above.

22 58 All civil penalties sought and recovered under this action will be allocated as follows:
23 sixty-five (65) percent to the State of California and thirty-five (35) percent to Plaintiff and aggrieved
24 employees.

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

1 **PRAYER FOR RELIEF**

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

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

9 DATED: January 22, 2025

THE WHEELER LAW FIRM, APC

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11 By: _____

12 SCOTT ERNEST WHEELER
13 JUSTIN A. WHEELER

14 *Attorneys for Plaintiff and the Aggrieved Employees*

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