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*Attorneys for Plaintiff on behalf of the State of
California and the other aggrieved employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
HISTORIC COURT HOUSE**

RUBEE LARSON, as an aggrieved
employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys General Act of 2004
("PAGA"),

Plaintiff,

v.

LOVE THOSE WINGS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **CVRI2406779**

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

[California Labor Code § 2698 et seq.]

1 Plaintiff Rubee Larson (“Plaintiff”) brings this representative action, on behalf of the State of
2 California and all other aggrieved employees, to recover civil penalties relating to systematic
3 violations of California wage and hour laws by Love Those Wings, Inc. Plaintiff makes the following
4 allegations on information and belief, except as to allegations which are based on her personal
5 knowledge.

6 **INTRODUCTION**

7 1. Defendant owns and operates twelve (12) or more restaurants in Southern California,
8 including Riverside, Beaumont, Eastvale, Chino Hills, Menifee, Yucaipa, Temecula, and Jurapa
9 Valley, California. Plaintiff, along with other non-exempt employees of Defendant, worked and
10 performed duties and tasks at these fast casual take out restaurants and additionally, received wages
11 from Defendant.

12 2. Defendant implemented common policies and practices within its to go wings
13 restaurants that have resulted in systematic violations of California’s wage and hour laws.

14 3. Love Those Wings, Inc. (“LTW” or “Defendant”), owns and operates twelve or more
15 casual, to go chicken wings take out restaurants.

16 4. In an effort to conserve labor costs, and thereby maximize profits, Defendant has
17 implemented policies and practices that have resulted in systematic violations of California’s wage
18 and hour laws.

19 5. For example, Defendant has implemented unlawful policies with respect to meal and
20 rest breaks. Defendant requires non-exempt employees, who are informed that the needs of the
21 restaurant and its patrons take top priority, to work through meal and rest breaks, to take untimely
22 meal periods and to remain on call during such breaks. As a result, Plaintiff and other aggrieved
23 employees have been denied the ability to take meal and rest breaks that they were and are legally
24 entitled to take.

25 6. Moreover, Defendant failed to pay Plaintiff and the other aggrieved employees all of
26 their tips received. For instance, when Plaintiff received tips when patrons of Defendant paid by
27 electronically, Plaintiff was not paid her tips.

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

JURISDICTION AND VENUE

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

9. Venue is proper in this judicial district and the County of Riverside because Defendant maintain one or more of its restaurants is located in the County of Riverside and Defendant located within this judicial district. Many if not all of the other aggrieved employees also worked for Defendant at its restaurants located in the County of Riverside.

THE PARTIES

10. During the statute of limitations period, Plaintiff was employed by Defendant as a Shift Lead who was responsible for waiting on and taking orders from customers and overseeing the kitchen operations at Defendant's chicken wings restaurant located in Yucaipa, California.

11. Defendant is, and at all times relevant herein were, a corporation organized and existing under the laws of the State of California. On information and belief, Defendant is authorized to conduct business in the State of California and does conduct business in the State of California.

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

13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is

1 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
2 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
3 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
4 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
5 names and capacities of such DOE defendants when ascertained.

6 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

7 14. On October 4, 2024, Plaintiff gave written notice by certified mail pursuant to
8 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
9 ("LWDA") and Defendant, of the specific provisions of the California Labor Code and IWC Wage
10 Order alleged to have been violated, including the facts and theories to support the alleged violations.
11 Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five
12 (65) days from the October 4, 2024, postmark date of her written notice before filing this action,
13 Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to
14 commence a representative action under the California Private Attorneys General Act of 2004
15 ("PAGA").

16 15. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
17 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former
18 non-exempt employees of Defendant who are California citizens and performed work for Defendant
19 in the State of California at any time within the period beginning one (1) year prior to the October 4,
20 2024, notice Plaintiff provided to the LWDA and Defendant, and ending at the time this action
21 proceeds to final judgment ("statute of limitations period").

22 16. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
23 Defendant during the applicable statutory period and suffered one or more of the Labor Code
24 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term "civil
25 penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
26 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA") plus
27 reasonable attorneys' fees and costs, for all other aggrieved current and former employees of
28 Defendant during the Civil Penalty Period. Plaintiff does not seek to assert her own claim for civil

1 penalties under PAGA as part of this Action.

2 17. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
3 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
4 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
5 PAGA allegations described herein is not required.

6 18. As a result, Labor Code §2699, subdivisions (a) and (g), authorizes aggrieved
7 employees on behalf of all other aggrieved current and former employees within the statutory period,
8 to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code
9 section 2699.3 without asserting a claim to bring Plaintiff's own claim for civil penalties under
10 PAGA. (See, e.g., *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533.) Specifically,
11 Plaintiff does not seek to recover Plaintiff's 35% share of civil penalties for the particular Labor Code
12 violations Plaintiff experienced. Rather, this is a purely representative PAGA action wherein Plaintiff
13 seeks to recover all civil penalties for the Labor Code violations experienced by third-party aggrieved
14 employees (Aggrieved Employees) and the State of California's 65% of the civil penalties for the
15 Labor Code violations Plaintiff experienced.

16 **FACTUAL ALLEGATIONS**

17 **Failure to Provide Required Meal Periods**

18 **[Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order]**

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

25 20. Defendant has implemented several practices that have caused Plaintiff and aggrieved
26 employees to systematically miss and otherwise take non-compliant meal periods. Defendant
27 systematically understaff job sites such that non-exempt employees are given so much work to
28 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct

1 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
2 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them
3 after working longer than five (5) hours, to perform work during their meal periods, or return to work
4 after taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other aggrieved
5 employees need to secure permission before taking a meal period, which is often denied by
6 supervisors.

7 21. There are also frequent occasions when Plaintiff and aggrieved employees need to
8 perform other duties immediately before the time during which they are legally entitled to take a meal
9 period. Pursuant to Defendant's policies, Plaintiff and aggrieved employees cannot simply drop their
10 job duties and leave a customer, refuse an order or stop cleaning in order to take a meal period.
11 Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take late meal periods,
12 return early from meal periods, and even clock out for meal periods but continue working.

13 22. Plaintiff and aggrieved employees need to secure permission before taking a meal
14 period. Plaintiff and aggrieved employees often cannot simply stop taking an order from a customer
15 or stop cleaning to take their meal period, and their inability to secure coverage frequently causes
16 them to miss and otherwise take non-compliant meal periods.

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

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

26 **Failure to Provide Required Rest Breaks**

27 **[Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order]**

28 25. During the statute of limitations period, as part of Defendant's illegal policies and

1 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize
2 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
3 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

4 26. The same or similar policies and practices that deprive Plaintiff and other aggrieved
5 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
6 take their first and second and third rest breaks. As alleged herein, Defendant understaffs its
7 restaurants, which creates so much work for Plaintiff and other aggrieved employees that they are
8 frequently unable to take rest breaks. Moreover, Plaintiff and aggrieved employees need to first secure
9 permission before taking a rest break. Plaintiff and aggrieved employees often cannot simply stop
10 assisting a customer or stop cleaning to take a rest break, and their inability to secure coverage causes
11 them to regularly miss and otherwise take non-compliant rest breaks.

12 27. Defendant also does not provide adequate training regarding its legal obligations with
13 respect to the provision of rest breaks, does not implement a schedule regarding rest breaks for non-
14 exempt employees, and often interrupts staff who try to take rest periods. In short, Defendant
15 essentially has non-existent rest break policies, as there is no guidance or specification as to when
16 Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks during their
17 shifts.

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

22 **Failure to Pay Overtime Wages**

23 **[Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order]**

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

1 workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work
2 in any workweek.

3 30. During the statute of limitations period, Defendant failed to compensate Plaintiff and
4 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
5 of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime
6 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§
7 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
8 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not
9 compensating them for this time, unlawful rounding of time worked by Plaintiff and the other
10 aggrieved employees in favor of Defendant, improperly calculating the regular rate of pay based on
11 bonuses, commissions, and other remuneration, and other methods to be discovered.

12 31. In a short-sighted attempt to maximize profits, Defendant has understaffed its chicken
13 wing take-out restaurants. Not only has this practice resulted in widespread missed meal and rest
14 breaks, but it has also caused Plaintiff and other aggrieved employees to perform work while off-the-
15 clock. Defendant has actual or constructive knowledge of this off-the-clock work and subtly condone
16 it. Plaintiff and other aggrieved employees routinely arrive to work early to check so that they are
17 prepared and ready to begin performing their duties promptly at the start of their shifts, as they must
18 be pursuant to the requirements of Defendant. Defendant knows that Plaintiff and other aggrieved
19 employees perform this work off-the-clock.

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

23 **Failure to Pay Minimum Wages**

24 **[Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order]**

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

1 34. During the statute of limitations period, the hourly rates for Plaintiff and other
2 aggrieved employees were precisely at California minimum wage. Based on this common practice,
3 Defendant failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked
4 by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock,
5 such as requiring them to work through meal and rest breaks but not compensating them for this time,
6 unlawful rounding of time worked by Plaintiff and the other aggrieved employees in favor of
7 Defendant, and failing to include this time in all hours worked, and other methods to be discovered.

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

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

16 **[Labor Code §§ 201, 202 and 203]**

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

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

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

1 39. During the statute of limitations period, Defendant has willfully failed to pay accrued
2 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
3 California Labor Code §§ 201 and 202. On information and belief, Defendant does not have a
4 sufficient policy to provide aggrieved employees with their final paychecks within the timeframes
5 required under California law. Defendant continues to fail to properly compensate other aggrieved
6 employees for all hours worked when due, overtime wages, and compensation for non-compliant
7 meal and rest breaks, Defendant also willfully failed and continues to fail to pay accrued wages and
8 other compensation to the aggrieved employees in accordance with California Labor Code §§ 201
9 and 202.

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

11 **[Labor Code § 226(a) and § 7 of the applicable IWC Order]**

12 40. During the statute of limitations period, Defendant routinely failed to provide Plaintiff
13 and other aggrieved employees with timely and accurate itemized wage statements. Defendant's pay
14 stubs have violated California Labor Code § 226. Next, Defendant is not providing Plaintiff and
15 other aggrieved employees with proper meal periods and rest breaks but intentionally fails to include
16 in their wage statements one (1) additional hour of compensation at their regular rates of pay for each
17 non-compliant meal period or rest break. Moreover, Defendant has failed to pay proper overtime
18 wages to Plaintiff and other aggrieved employees and their wage statements therefore fail to reflect
19 the correct hourly rates worked by Plaintiff and other aggrieved employees. Defendant also failed to
20 list an accurate address on its wage statements and instead provided a "Post Office Box" instead of
21 an actual physical address that was not listed with the Secretary of State, of the State of California,
22 which left Plaintiff and other aggrieved employees guessing as to Defendant's true and correct
23 address.

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

27 42. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
28 Defendant to provide timely and accurate itemized wage statements because it prevented them from

1 discovering the scope and extent of Defendant's violations of California wage and hour laws,
2 prevented them from being able to accurately determine the gross wages earned, the total hours
3 worked, all deductions made, the net wages earned, all applicable hourly rates in effect during each
4 pay period and the corresponding number of hours worked at each hourly rate, and other illegal
5 methods yet to be determined.

6 **Failure to Maintain Required Records**

7 **[Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order]**

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

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

23 **[Cal. Lab. Code § 2802]**

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

27 45. During the Statute of Limitations Period, Defendant has failed to reimburse aggrieved
28 employees for the usage of their personal cellular phones, in addition to other supplies. Defendant

1 did not reimburse Plaintiff and other aggrieved employees for the costs of the expenditures relating
2 to their cellular phones, maintenance of their mandatory uniforms, work shoes, and other supplies.

3 **Failure to Provide Suitable Seating**

4 **[IWC Wage Order No. 5-2001, § 14]**

5 46. IWC Wage Order No. 5-2001, § 14 provides:

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

8 (B) When employees are not engaged in the active duties of their employment
9 and the nature of the work requires standing, an adequate number of suitable
10 seats 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.”

11 47. Defendant fails to provide suitable seating by not providing any seats or stools for
12 Plaintiff and other aggrieved employees within close proximity of their work areas. The nature of
13 the work reasonably permits the use of seats by Plaintiff and the other aggrieved employees. To the
14 extent that the use of seats could interfere with their work duties, at all times herein it is and has
15 been reasonable for Defendant to place seats in reasonable proximity to the work areas to be used
16 by Plaintiff and other aggrieved employees when doing so would not interfere with their job duties.

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

18 [California Labor Code §§6401.7 and 6401.9]

19 48. California Labor Code §§6401.7 and 6401.9 required Defendant to develop and
20 implement a workplace violence prevention plan in accordance with newly codified Labor Code
21 section 6401.9, which sets out the requirements for the plan.

22 49. Starting July 1, 2024, Defendant was required to establish, implement, and maintain
23 a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence
24 Prevention Plan; 2) maintaining a violence incidence log; 3) training program to discuss and
25 prevent workplace violence; and 4) maintain records relating to workplace violence which includes,
26 records of workplace violence hazard identifications, evaluations, and correction must be created
27 and maintained for a minimum of five years; training records must be created and maintained;
28 incident logs; and records of workplace violence incident investigations under must be maintained.

50. Defendant willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. Plaintiff, on behalf of the State of California and the other aggrieved employees, are entitled to recover penalties up to \$25,000 for serious violations, and up to \$158,727 for “willful” violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

[Cal. Lab. Code § 2698 *et seq.*]

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

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

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

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

54. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties from Defendant in a representative action for the violations set forth above, including but not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1174, 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

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

a. Pursuant to California Labor Code § 210, for violations of California Labor Code § 204, Defendant is subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each

employee, and two hundred dollars (\$200) per employee for violations in subsequent pay periods.

b. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars (\$500).

56. 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.

57. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendant's 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, 204, 226.7, 350, 351, and 1197, and for the violations of the applicable IWC Wage Order alleged above.

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

59. 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 and the State of California, prays for relief against Defendant, as follows:

1. For civil penalties according to proof;

2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

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

DATED: December 10, 2024

THE WHEELER LAW FIRM, APC



By: _____
SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

*Attorneys for Plaintiff and the Aggrieved
Employees*