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Attorneys for Plaintiff JUAN HERNANDEZ on behalf of himself
and other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JUAN HERNANDEZ, on behalf of himself
and other aggrieved employees,

Plaintiffs,

v.

PARKER-HANNIFIN CORPORATION; an
Ohio corporation; and DOES 1 to 100,
inclusive,

Defendants.

) Case No.: 25CU003167C

) **COMPLAINT FOR CIVIL PENALTIES**
) **UNDER THE PRIVATE ATTORNEYS**
) **GENERAL ACT (“PAGA”) [California**
) **Labor Code §§2698, et seq.]**

) **DEMAND FOR JURY TRIAL**

1 Plaintiff JUAN HERNANDEZ, on behalf of himself and all other aggrieved employees
2 (hereinafter collectively "Plaintiffs"), and as private attorneys general, hereby assert
3 representative claims against Defendant PARKER-HANNIFIN CORPORATION, an Ohio
4 corporation ("Parker"); and DOES 1 to 100, inclusive (hereinafter Parker and Does 1-100 are
5 collectively referred to herein as "Defendants"), and on information and belief allege as follows:

6 **I. INTRODUCTION**

7 1. This lawsuit is directed at Defendants' California state law violations of wage and
8 hour laws -- it is a representative action seeking recovery of civil penalties under the Private
9 Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §§2698, et
10 seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on
11 behalf of themselves and other aggrieved current and former employees to recover civil penalties
12 for Defendant's violations of the Labor Code, including, but not limited to Labor Code §§201,
13 202, 203, 204, 226, 226.7, 245, 246, 248.5, 510, 512, 1174, 1194, 1198, 1198.5, 2699, 2802, and
14 all applicable Industrial Welfare Commission ("IWC") Orders.

15 2. This action is brought as a representative action on behalf of all current and
16 former aggrieved employees who were employed by Defendants in California and who work or
17 worked as non-exempt hourly employees during the applicable time period and who were subject
18 to Defendants' meal period policy, rest period policy, compensation policy, overtime policy,
19 reimbursement policy, final payment of wages policy, and related wage and hour policies and/or
20 practices.

21 3. As set forth in detail below, Defendants consistently implemented, maintained
22 and enforced unlawful policies and practices regarding Plaintiffs in violation of California's
23 wage and hour laws, which led to Defendants' violations of Labor Code §§ 201-204, 226, 226.7,
24 245, 246, 248.5, 510, 512, 551, 552, 1174, 1194, 1198, 2698, et seq., 2802 and IWC Wage
25 Orders to Defendants': (1) failure to pay all wages, including minimum wages, straight time
26 wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize
27 and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all
28 wages owed; (5) failure to properly maintain and submit accurate itemized wage statements; (6)

1 failure to reimburse expenses; and (7) waiting time penalties. Such policies and practices, as
2 described herein, violate the Labor Code, and trigger civil penalties under Labor Code §2699.
3 Therefore, Plaintiffs, on behalf of themselves and all aggrieved employees, bring this
4 representative PAGA action pursuant to the provisions of the Labor Code as referenced herein.
5 Plaintiffs seek recovery of civil penalties, reasonable attorneys' fees and costs, and other relief as
6 deemed proper.

7 4. The acts complained of herein occurred, occur and will occur, at least in part,
8 within the statute of limitations under the PAGA statute, or within the statute of limitations of
9 any other Complaint or other filing which has tolled the claims asserted herein, up to and through
10 the time of trial for this matter.

11 **II. THE PARTIES**

12 5. Plaintiff Hernandez is, and was at all relevant times mentioned herein, an
13 individual who worked as a non-exempt employee for Defendants in California between
14 February 2022 and November 2024.

15 6. Defendant Parker is and has been, at all relevant times herein, a corporation
16 organized and existing under the laws of the State of Ohio, and doing business within the County
17 of San Diego, in the State of California.

18 7. Defendants DOES 1 through 100, inclusive, are sued herein under fictitious
19 names. Their true names and capacities are unknown to Plaintiffs. When their true names and
20 capacities are ascertained, Plaintiffs will amend their complaint by inserting their true names and
21 capacities herein. Plaintiffs are informed and believe, and based thereon allege that each of the
22 fictitiously named Defendants are responsible in some manner for the occurrences herein alleged
23 and that Plaintiffs' damages as herein alleged were proximately caused by those Defendants.

24 8. Defendants, and each of them, are now and/or at all times mentioned in this
25 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
26 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
27 mentioned in this Complaint were acting within the course and scope of that agency, servitude
28 and/or employment.

1 periods, maintain and submit accurate wage statements, and other obligations as described
2 herein.

3 **V. COMMON FACTUAL ALLEGATIONS**

4 17. Defendants own and operate aerospace supply locations in California, including
5 in the County of San Diego. This case arises out of Defendants' failure to comply with
6 California's wage and hour laws.

7 18. Plaintiffs and the aggrieved employees who Plaintiffs seek to represent worked
8 for Defendants as non-exempt employees in California, during the relevant time period.

9 19. During Plaintiffs' employment, Defendants have failed to pay Plaintiffs and other
10 aggrieved employees the proper amount of straight time and overtime wages. Defendants have
11 violated various sections of the Labor Code, including §§510 and 1194, by failing to provide
12 Plaintiffs all wages owed, including overtime compensation for work over 8 hours in a day and
13 excess of forty (40) hours per week without receiving the proper regular rate of pay and therefore
14 have failed to receive overtime compensation and/or the proper overtime premium. Further, the
15 hourly rate which Defendants use to calculate the overtime and double time premiums is an
16 artifice, subterfuge, and sham in that the regular rate is not based on all remuneration earned.
17 The regular rate must include all remuneration as provided in *Huntington v. Superior Court*
18 (*Mutuc*) (2005) 131 Cal App. 4th 893. Accordingly, the Plaintiffs allege that the Defendants fail
19 to pay the full amount of wages due because the Defendants miscalculate the regular rate.
20 Plaintiffs allege and will prove that they are entitled to payment based on the proper and legal
21 regular rate which will include all damages that flow from this calculation. Defendants are
22 therefore in violation of Labor Code §§ 510 and 1194, and the relevant California Industrial
23 Welfare Commission Orders..

24 20. Defendants also fail to provide Plaintiffs with meal and rest periods under
25 California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy
26 that complied with California law. For example, Defendants required Plaintiffs to take meal
27 periods after they worked for more than five hours, and Defendants failed to provide Plaintiffs
28 with their full 30 minute duty-free meal period based on numerous factors, including but not

1 limited to the fact that Plaintiffs remained on-call during their meal periods, the amount of work
2 required of Plaintiffs by Defendants necessitated that Plaintiffs take their meal periods late,
3 return early from their meal periods, and/or interrupt their meal periods. Moreover, as a matter
4 of policy and/or practice, Defendants failed to pay Plaintiffs one hour of pay at their regular rate
5 of pay for each workday that a 30 minute duty-free meal period was not provided. Defendants
6 also failed to keep accurate records of meal breaks taken by Plaintiffs in violation of Labor Code
7 §1174 and the applicable IWC Wage Orders.

8 21. Defendants also failed to adopt, implement, and enforce a uniform rest period
9 policy that complied with California law. Defendants failed to authorize and permit Plaintiffs to
10 take duty free rest periods of 10 minutes for every four hours worked or major fraction thereof,
11 by requiring Plaintiffs to regularly work through their rest periods to complete their duties, and
12 failing and refusing to provide a rest period for any hours in excess of 10 per day. Defendants
13 also require that Plaintiffs be on-call during their rest periods, and cannot go off premises for
14 their rest periods, in violation of California law. As a result of Defendants' lack of any meal or
15 rest break policy that complies with California law, Defendants have violated Labor Code §§512
16 and 226.7 and the applicable IWC Wage Orders, among other things.

17 22. Defendants also willfully failed to provide properly itemized wage statements to
18 Plaintiffs pursuant to Labor Code §226. Defendants, for example, fail to identify the correct
19 hours and rates of pay for hours worked for Defendants, including but not limited to violations of
20 Labor Code § 226(a)(9) by not setting forth “all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly rate.” Defendants also
22 violate Labor Code §§ 226(a)(1) and 226(a)(5) by failing to correctly state the total net and gross
23 wages earned by failing to itemize meal and rest period premium payments, among other things.
24 The failure to provide accurate itemized wage statements violates Labor Code §§226, 2699, et
25 seq., and IWC Wage Orders.

26 23. Defendants failed and refused to fully reimburse Plaintiffs for expenses
27 necessarily and reasonably incurred for Defendants, including but not limited to expenses
28 incurred by Plaintiffs for their cell phones used for work purposes, in violation of Labor Code §

2802, and IWC Wage Orders.

24. Defendants willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay all of Plaintiff's compensation due upon termination by failing and refusing to pay overtime and straight time wages, failing to pay for off-the-clock work time, failing to pay Plaintiffs for time worked during meal and rest periods and/ or to pay for such meal and rest period premiums at the regular rate of pay, and Defendants' other unlawful actions as described herein. As such, Defendants are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§201, 202, and 203.

VI. PRIVATE ATTORNEYS GENERAL ACT CLAIM

25. On or about October 3, 2024, Plaintiffs provided written notice via certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

26. The LWDA failed to respond to Plaintiffs' counsel's correspondence dated October 3, 2024 and failed to notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein, within 65 calendar days of the postmark date of Plaintiffs' correspondence as required under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

27. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, unlawful deductions, failure to provide accurate itemized wage statements, and failure to reimburse business expenses, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 245, 246, 510, 512, 551, 552, 1174, 1194, 1197, 1198, 2802 and IWC Wage Orders.

28. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c),

1 and related Labor Code provisions. Plaintiffs bring the causes of action below on behalf of
2 themselves, as private attorneys general, and in a representative capacity on behalf of other
3 aggrieved employees, affected by the labor law violations alleged herein.

4 **A. FAILURE TO PAY ALL WAGES AND OVERTIME COMPENSATION**

5 29. Labor Code §1194 states that any employee receiving less than the legal
6 minimum wage or the legal overtime compensation applicable to the employee is entitled to
7 recover the unpaid balance of the full amount of this minimum wage or overtime compensation,
8 including interest thereon, reasonable attorney's fees, and costs of suit.

9 30. Labor Code §1197 states that the minimum wage for employees fixed by the
10 commission is the minimum wage to be paid to employees, and the payment of a lesser wage
11 than the minimum so fixed is unlawful.

12 31. Labor Code §510(a) and IWC Wage Orders regulating payment of wages in the
13 state of California, provide that eight (8) hours of labor constitutes a day's work and any work in
14 excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any
15 one workweek shall be compensated at the rate of no less than one and one-half times the regular
16 rate of pay for each employee and any work in excess of twelve (12) hours in any one workday
17 shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

18 32. At all relevant times, Defendants required Plaintiffs to perform work without
19 compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiffs
20 were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly
21 workers such as Plaintiffs for all of their hours worked by, among other things, requiring
22 Plaintiffs to perform off-the-clock work without compensation. Additionally, Defendants
23 rounded Plaintiffs' time to not include pre-shift and post-shift work duties, and Plaintiffs
24 regularly worked through their meal periods without compensation. Defendants are therefore in
25 violation of Labor Code §§510 and 1194, and the IWC Wage Orders.

26 33. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs seek recovery of
27 pre-judgment interest on all amounts recovered herein. Plaintiffs further request that this Court
28 award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code

1 §§1194(a) and/or 2699.

2 34. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
3 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
4 limited to Labor Code §§558, 1197.1, and 2699(f). Plaintiffs seek only to recover the civil
5 penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek
6 to recover underpaid wages.

7 **B. MEAL PERIODS (Labor Code §§226.7 and 512)**

8 35. Labor Code §512 and applicable IWC Wage Orders state that an employer may
9 not employ an employee for a work period of more than five (5) hours per day without providing
10 the employee a meal period of not less than 30 minutes, and an employer may not employ an
11 employee for a work period of more than 10 hours per day without providing the employee with
12 a second meal period of not less than 30 minutes. The applicable Wage Orders state that unless
13 the employee is relieved of all duty during a 30-minute meal period, the meal period shall be
14 considered an “on duty” meal period and counted as time worked. Labor Code §226.7(a) further
15 states that no employer shall require any employee to work during any meal or rest period
16 mandated by an applicable order of the IWC. Moreover, an employer is prohibited from exerting
17 coercion against the taking of, creating incentives to forego, or otherwise encouraging the
18 skipping of legally protected breaks.

19 36. Plaintiffs were not provided with nor given the opportunity to take the requisite
20 meal periods before the end of the first 5 hours of work, nor were they provided with or given the
21 opportunity to take a proper second meal period during the days when they worked more than 10
22 hours in a day. Moreover, among other things, Plaintiffs were required to work through their
23 meal periods and/or were interrupted with work duties during their meal periods, in violation of
24 California law.

25 37. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails
26 to provide an employee a meal period in accordance with the applicable provisions of IWC
27 Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee’s regular
28 rate of compensation for each workday that the meal period is not provided. As such, Plaintiffs

are entitled to an additional one hour's pay for each day in which Plaintiffs were not provided a proper meal break under the above-described authorities.

38. Labor Code §558 and the IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiffs seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

39. Plaintiffs request that the Court award interest on all unpaid wages at the legal rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable pursuant to Labor Code §218.6.

40. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558 and 2699(f).

C. REST PERIODS (Labor Code §226.7)

41. The IWC Wage Orders provide that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

42. Plaintiffs were not permitted to take proper rest periods and/or were required to

1 work during any “rest periods” in contravention of California law. Further, Plaintiffs and other
2 aggrieved employees were required to waive the taking of their rest breaks because of the
3 business of Defendants’ operations, and/or were coerced not to take legally mandated rest
4 periods by Defendants’ criticizing, disciplining and/or reprimanding Plaintiffs and other
5 aggrieved employees who attempted to take legally required rest periods; failed to schedule rest
6 periods; and pressured Plaintiffs to remain available during the workday.

7 43. Defendants further adopted and implemented policies and practices by which
8 Plaintiffs were required to remain on the premises for their rest periods, in violation of California
9 law, and Defendants failed to pay Plaintiffs a missed rest period premium payment for each rest
10 period that was not authorized or permitted, and/or failed to pay such rest period premium at
11 Plaintiffs’ regular rate of pay.

12 44. Pursuant to Labor Code §226.7(b) and IWC Wage Orders, if an employer fails to
13 provide an employee a rest period in accordance with the applicable provisions of the IWC Wage
14 Orders, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate
15 of compensation for each workday that the rest period is not provided.

16 45. As such, Plaintiffs are entitled to an additional one hour of pay for each day in
17 which they were not provided a proper rest period under the above-described authorities.

18 46. Plaintiffs request that the Court award interest on all unpaid wages at the legal
19 rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable
20 pursuant to Labor Code §218.6.

21 47. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any
22 employer or other person acting on behalf of an employer who violates, or causes to be violated,
23 a section of any provision regulating hours and days of work in any order of the IWC shall be
24 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
25 underpaid employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred
27 dollars (\$100) for each underpaid employee for each pay period for which the employee was
28 underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor

1 Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiffs are entitled to civil penalties
2 for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiffs
3 seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein,
4 and do not seek to recover underpaid wages.

5 48. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
6 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
7 limited to Labor Code §§558, 2699(f), and applicable IWC Wage Orders.

8 **E. FAILURE TO REIMBURSE EXPENSES**

9 49. Labor Code § 2802(a) states, in pertinent part: “An employer shall indemnify his
10 or her employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
12 the employer. . .”

13 50. Defendants required Plaintiffs to maintain and use their own cell phones to
14 perform their job duties and respond to text messages and phone calls for work purposes, but
15 Defendants failed and refused to reimburse Plaintiffs the full value for Plaintiffs to use their
16 cell phones for company business.

17 51. Defendants’ failure to reimburse and/or indemnify Plaintiffs for these necessary
18 expenditures constitutes a violation of California law.

19 52. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
20 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
21 limited to Labor Code § 2699(f).

22 **F. FAILURE TO PROPERLY MAINTAIN AND SUBMIT ACCURATE**
23 **ITEMIZED WAGE STATEMENTS (Labor Code §226)**

24 53. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require
25 employers to maintain and provide employees accurate time and employment records, as well as
26 itemized wage statements showing, among other things, gross wages earned, the total hours
27 worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect
28 during the pay period and the corresponding number of hours worked at each hourly rate by the

1 employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every
2 employer to keep accurate information with respect to each employee, including: (1) the
3 employee's full name, home address, occupation, social security number, employee's date of
4 birth, and time records showing when the employee begins and ends each work period; (2) an
5 employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked
6 during the payroll period and applicable rates of pay.

7 54. Defendants failed to properly maintain itemized wage statements in that, among
8 other things, the wage statements provided do not set forth the accurate number of hours worked,
9 correct rates of pay, all overtime compensation, meal periods, premium pay, and other related
10 information required by California law. In addition, in implementing their illegal meal and rest
11 period policies and practices regarding Plaintiffs, Defendants failed to record wages for meal
12 period and rest period premiums and other wages that should have been paid to Plaintiffs as
13 required by California law. Defendants have failed to record all items delineated in Labor Code
14 §226 and the applicable IWC Wage Orders, and required under Labor Code §1174. Plaintiffs are
15 informed and believe that these failures were knowing and intentional by Defendants as
16 Defendants sought to deprive Plaintiffs of their legitimate right to unpaid wages, and otherwise
17 deprive them of their proper compensation. As a result of Defendants' intentional and knowing
18 failure to maintain adequate itemized statements, Plaintiffs could not ascertain the actual amount
19 of compensation they earned and/or were entitled to, and thereby are presumed to have suffered
20 cognizable injury in the form of the accrual of unpaid wages, overtime, and interest pursuant to
21 Labor Code §226(e)(2).

22 55. Pursuant to Labor Code §226(e), an employee who suffers injury as a
23 result of an employer's knowing and intentional failure to comply with subdivision (a), is
24 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
25 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
26 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
27 is entitled to an award of costs and reasonable attorney's fees.

28 56. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
3 for each violation in a subsequent citation. . .”

4 57. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
5 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
6 limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys’ fees and
7 costs.

8 **G. WAITING TIME PENALTIES (Labor Code §§201-203)**

9 58. Labor Code §201 states that an employer is required to provide an employee who
10 is terminated all unpaid wages immediately upon termination.

11 59. Plaintiffs are informed and believe and thereon allege that Defendants failed to
12 pay Plaintiffs all wages due and owing immediately upon termination, thereby violating Labor
13 Code §201.

14 60. Labor Code §202 states, in pertinent part, that an employer is required to provide
15 an employee who quits his or her employment all wages due and owing not later than 72 hours
16 thereafter.

17 61. Plaintiffs are informed and believe and thereon allege that Defendants failed to
18 pay Plaintiffs all wages due and owing upon voluntary resignation, thereby violating Labor Code
19 §202.

20 62. Labor Code §203 states that if an employer willfully fails to pay an employee
21 wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to
22 a maximum of 30 days.

23 63. Defendants willfully withheld paying Plaintiffs wages thereby violating Labor
24 Code §203, as further set forth herein. As such, Defendants are required to pay Plaintiffs a 30-
25 day wage penalty in addition to all unpaid wages as described herein.

26 64. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
27 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
28 limited to Labor Code §§256 and 2699(f).

1 **H. ALL CLAIMS**

2 65. Pursuant to Labor Code §2699, Plaintiffs seek to recover civil penalties, as
3 otherwise provided by statute and wage order, for which Defendants are liable as a result of their
4 violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial.
5 These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5,
6 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699. Plaintiffs further seek an award of reasonable
7 attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable
8 statute.

9 **WHEREFORE**, Plaintiffs pray:

- 10 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely
11 independent and apart from other penalties in the Labor Code and for Labor Code
12 violations without a specific civil penalty, in the amount of \$100 for each
13 aggrieved employee per pay period for each violation, and \$200 for each
14 aggrieved employee per pay period for each subsequent violation;
- 15 b. For civil penalties pursuant to Labor Code §558, as follows:
- 16 i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
17 employee for each pay period for which the employee was underpaid;
- 18 ii. For each subsequent violation, one hundred dollars (\$100) for each
19 aggrieved underpaid employee for each pay period for which the
20 employee was underpaid;
- 21 c. For civil penalties pursuant to Labor Code §1197.1, as follows:
- 22 i. For any initial violation that is intentionally committed, one hundred
23 dollars (\$100) for each underpaid employee for each pay period for which
24 the employee is underpaid;
- 25 ii. For each subsequent violation for the same offense, two hundred fifty
26 dollars (\$250) for each aggrieved underpaid employee for each pay period
27 for which the employee was underpaid regardless of whether the initial
28 violation is intentionally committed;

1 d. For civil penalties per Labor Code §226.3 in the amount of \$250 for each
2 aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee
3 per pay period for each subsequent violation;

4 e. For civil penalties per Labor Code §1174.5 in the amount of \$500 for each willful
5 failure to maintain records as required by Labor Code §1174(c);

6 f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the
7 same rate, for each day that an aggrieved employee was paid late, at the time of
8 termination, until payment was/is made, up to a maximum of thirty (30) days;

9 g. For civil penalties per Labor Code §210 in the amount of \$100 for each failure to
10 pay each employee, and for each subsequent violation, or any willful or
11 intentional violation, \$200 for each failure to pay each employee;

12 h. For reasonable attorneys' fees and costs incurred; and

13 i. For such relief as this Court may deem just and proper.
14

15 Dated: January 17, 2025

BARTZ LAW GROUP APC

16
17 By: /s/ Aaron A. Bartz
AARON A. BARTZ
18 Attorneys for Plaintiff JUAN HERNANDEZ, on
19 behalf of himself and all other aggrieved employees
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