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

KEVIN SENIOR, on behalf of himself  
and other aggrieved employees,

Plaintiffs,

vs.

SYMONS EMERGENCY  
SPECIALTIES, INC., dba  
SYMBIOSIS, a California corporation;  
and DOES 1 through 100, inclusive,

Defendants.

**CASE NO. 24CU027726C**

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

**DEMAND FOR JURY TRIAL**

1 Plaintiff KEVIN SENIOR (“Senior”), on behalf of himself and all other aggrieved  
2 employees (hereinafter collectively “Plaintiffs”), and as private attorneys general, hereby assert  
3 representative claims against Defendant SYMONS EMERGENCY SPECIALTIES, INC., dba  
4 SYMBIOSIS (“Symons”), and DOES 1 through 100 (hereinafter collectively “Defendants”), and  
5 hereby complain and 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, 1174, 1194, 1198, 2698, et seq., 2802 and IWC Wage Orders to  
25 Defendants’: (1) failure to pay all wages, including minimum wages, straight time wages, and  
26 overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit  
27 rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed;  
28 (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to

1 reimburse expenses; and (7) waiting time penalties. Such policies and practices, as described  
2 herein, violate the Labor Code, and trigger civil penalties under Labor Code §2699. Therefore,  
3 Plaintiffs, on behalf of themselves and all aggrieved employees, bring this representative PAGA  
4 action pursuant to the provisions of the Labor Code as referenced herein. Plaintiffs seek  
5 recovery of civil penalties, reasonable attorney's fees and costs, and other relief as deemed  
6 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  
13 5. Plaintiff Senior is, and was at all relevant times mentioned herein, an individual  
14 who worked as a non-exempt employee for Defendants in California between 2022 and 2024.

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

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

10. Each reference in this complaint to “Defendant,” “Defendants,” or a specifically named Defendant refers also to all Defendants sued under fictitious names.

11. Plaintiffs are informed and believe, and thereon allege that at all relevant times herein, Defendants maintained offices, employed persons, conducted business in, and/or engaged in illegal employment practices and policies in the State of California, County of San Diego.

### III. JURISDICTION

12. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

13. The California Superior Court also has jurisdiction in this matter because both the relief sought herein exceeds the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

14. The California Superior Court also has jurisdiction in this matter because Defendants' corporate officers direct, control, and coordinate Defendants' activities from Defendants' offices located in the State of California.

15. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiffs herein were all California citizens and/or employees working within California, Defendants have owned and operated offices within California. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

#### IV. VENUE

16. Venue in San Diego County is proper in this matter as Defendants' liabilities and obligations arose in San Diego County, including Defendants' statutory obligations to pay Plaintiffs wages for all hours worked, overtime wages, straight time wages, minimum wages, timely wages upon termination and/or resignation, provide legally compliant meal and rest

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 an emergency medical services company in  
5 California, including in the County of San Diego. This case arises out of Defendants' failure to  
6 comply with 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  
13 and/or 40 hours in a week, because, among other things, Defendants required Plaintiffs to  
14 perform off-the-clock work without compensation. Further, Defendants required Plaintiffs to be  
15 on-call for many hours a day without compensation, even though Plaintiffs were under the  
16 control of Defendants while on call and required to respond immediately to work calls.  
17 Additionally, Defendants rounded Plaintiffs' time to not include pre-shift and post-shift work  
18 duties, and Plaintiffs regularly worked through their meal periods without compensation.

19 20. Defendants also fail to provide Plaintiffs with meal and rest periods under  
20 California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy  
21 that complied with California law. For example, Defendants required Plaintiffs to take meal  
22 periods after they worked for more than five hours, and Defendants failed to provide Plaintiffs  
23 with their full 30 minute duty-free meal period based on numerous factors, including but not  
24 limited to the fact that Plaintiffs remained on-call during their meal periods, the amount of work  
25 required of Plaintiffs by Defendants necessitated that Plaintiffs take their meal periods late,  
26 return early from their meal periods, and/or interrupt their meal periods. Moreover, as a matter  
27 of policy and/or practice, Defendants failed to pay Plaintiffs one hour of pay at their regular rate  
28 of pay for each workday that a 30 minute duty-free meal period was not provided. Defendants

also failed to keep accurate records of meal breaks taken by Plaintiffs in violation of Labor Code §1174 and the applicable IWC Wage Orders.

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

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

23. Defendants failed and refused to fully reimburse Plaintiffs for expenses necessarily and reasonably incurred for Defendants, including but not limited to expenses 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

1 Plaintiffs for time worked during meal and rest periods and/ or to pay for such meal and rest  
2 period premiums at the regular rate of pay, and Defendants' other unlawful actions as described  
3 herein. As such, Defendants are liable for accrued wages due, and waiting time penalties owed,  
4 in accordance with Labor Code §§201, 202, and 203.

5 **VI. PRIVATE ATTORNEYS GENERAL ACT CLAIM**

6 25. On or about October 1, 2024, Plaintiffs provided written notice via certified mail  
7 to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific  
8 provisions of the Labor Code alleged to have been violated, including the facts and theories to  
9 support the alleged violations.

10 26. The LWDA failed to respond to Plaintiffs' counsel's correspondence dated  
11 October 1, 2024 and failed to notify Plaintiffs' counsel as to whether it would investigate the  
12 allegations contained therein, within 65 calendar days of the postmark date of Plaintiffs'  
13 correspondence as required under Labor Code §2699.3. Plaintiffs have fully complied with the  
14 notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against  
15 an employer pursuant to Labor Code §2699.

16 27. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages,  
17 overtime compensation, failure to provide meal periods, failure to authorize and permit rest  
18 periods, failure to pay all wages upon termination or resignation, unlawful deductions, failure to  
19 provide accurate itemized wage statements, and failure to reimburse business expenses, will  
20 subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 210, 226.3,  
21 245, 246, 248.5, 256, 558, 1174.5, 1197.1, 1198, 2699, 2802 and the IWC Wage Orders.

22 28. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c),  
23 and related Labor Code provisions. Plaintiffs bring the causes of action below on behalf of  
24 themselves, as private attorneys general, and in a representative capacity on behalf of other  
25 aggrieved employees, affected by the labor law violations alleged herein.

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

27 29. Labor Code §1194 states that any employee receiving less than the legal  
28 minimum wage or the legal overtime compensation applicable to the employee is entitled to

1 recover the unpaid balance of the full amount of this minimum wage or overtime compensation,  
2 including interest thereon, reasonable attorney's fees, and costs of suit.

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

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

12 32. At all relevant times, Defendants required Plaintiffs to perform work without  
13 compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiffs  
14 were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly  
15 workers such as Plaintiffs for all of their hours worked by, among other things, requiring  
16 Plaintiffs to perform off-the-clock work without compensation. Further, Defendants required  
17 Plaintiffs to be on-call for many hours a day without compensation, even though Plaintiffs were  
18 under the control of Defendants while on call and required to respond immediately to work calls.  
19 Additionally, Defendants rounded Plaintiffs' time to not include pre-shift and post-shift work  
20 duties, and Plaintiffs regularly worked through their meal periods without compensation.

21 Defendants are therefore in violation of Labor Code §§510 and 1194, and the IWC Wage Orders.

22 33. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs seek recovery of  
23 pre-judgment interest on all amounts recovered herein. Plaintiffs further request that this Court  
24 award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code  
25 §§1194(a) and/or 2699.

26 34. 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 §§558, 1197.1, and 2699(f). Plaintiffs seek only to recover the civil

penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek to recover underpaid wages.

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

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

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

37. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee’s regular 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

1 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each  
2 underpaid employee for each pay period for which the employee was underpaid in addition to an  
3 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred  
4 dollars (\$100) for each underpaid employee for each pay period for which the employee was  
5 underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiffs seek only to  
6 recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not  
7 seek to recover underpaid wages.

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

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

14 **C. REST PERIODS (Labor Code §226.7)**

15 41. The IWC Wage Orders provide that every employer shall authorize and permit all  
16 employees to take rest periods. The authorized rest period time shall be based on the total hours  
17 worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major  
18 fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three  
19 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours,  
20 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code  
21 §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than  
22 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

23 42. Plaintiffs were not permitted to take proper rest periods and/or were required to  
24 work during any “rest periods” in contravention of California law. Further, Plaintiffs and other  
25 aggrieved employees were required to waive the taking of their rest breaks because of the  
26 business of Defendants’ operations, and/or were coerced not to take legally mandated rest  
27 periods by Defendants’ criticizing, disciplining and/or reprimanding Plaintiffs and other  
28 aggrieved employees who attempted to take legally required rest periods; failed to schedule rest

1 periods; and pressured Plaintiffs to remain available during the workday.

2 43. Defendants further adopted and implemented policies and practices by which  
3 Plaintiffs were required to remain on-call during their rest periods, and forbidden from going off  
4 premises for their rest periods, in violation of California law, and Defendants failed to pay  
5 Plaintiffs a missed rest period premium payment for each rest period that was not authorized or  
6 permitted, and/or failed to pay such rest period premium at Plaintiffs' regular rate of pay.

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

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

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

16 47. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any  
17 employer or other person acting on behalf of an employer who violates, or causes to be violated,  
18 a section of any provision regulating hours and days of work in any order of the IWC shall be  
19 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each  
20 underpaid employee for each pay period for which the employee was underpaid in addition to an  
21 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred  
22 dollars (\$100) for each underpaid employee for each pay period for which the employee was  
23 underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor  
24 Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiffs are entitled to civil penalties  
25 for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiffs  
26 seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein,  
27 and do not seek to recover underpaid wages.

28 48. 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, 2699(f), and applicable IWC Wage Orders.

**E. FAILURE TO REIMBURSE EXPENSES**

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

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

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

52. 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 § 2699(f).

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

53. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require employers to maintain and provide employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee’s full name, home address, occupation, social security number, employee’s date of birth, and time records showing when the employee begins and ends each work period; (2) an employee’s meal periods; (3) total wages paid each payroll period; and (4) total hours worked

1 during the payroll period and applicable rates of pay.

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

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

23 56. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of  
24 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)  
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee  
26 for each violation in a subsequent citation. . ."

27 57. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved  
28 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not

1 limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys' fees and  
2 costs.

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

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

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

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

12 61. Plaintiffs are informed and believe and thereon allege that Defendants failed to  
13 pay Plaintiffs all wages due and owing upon voluntary resignation, thereby violating Labor Code  
14 §202.

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

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

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

24 **H. ALL CLAIMS**

25 65. Pursuant to Labor Code §2699, Plaintiffs seek to recover civil penalties, as  
26 otherwise provided by statute and wage order, for which Defendants are liable as a result of their  
27 violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial.  
28 These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5,

226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699. Plaintiffs further seek an award of reasonable attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable statute.

**WHEREFORE**, Plaintiffs pray:

- a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- b. For civil penalties pursuant to Labor Code §558, as follows:
  - i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;
  - ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;
- c. For civil penalties pursuant to Labor Code §1197.1, as follows:
  - i. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid;
  - ii. For each subsequent violation for the same offense, two hundred fifty dollars (\$250) for each aggrieved underpaid employee for each pay period for which the employee was underpaid regardless of whether the initial violation is intentionally committed;
- d. For civil penalties per Labor Code §226.3 in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;
- e. For civil penalties per Labor Code §1174.5 in the amount of \$500 for each willful failure to maintain records as required by Labor Code §1174(c);

- 1 f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the  
2 same rate, for each day that an aggrieved employee was paid late, at the time of  
3 termination, until payment was/is made, up to a maximum of thirty (30) days;  
4 g. For civil penalties per Labor Code §210 in the amount of \$100 for each failure to  
5 pay each employee, and for each subsequent violation, or any willful or  
6 intentional violation, \$200 for each failure to pay each employee;  
7 h. For reasonable attorneys' fees and costs incurred; and  
8 i. For such relief as this Court may deem just and proper.  
9

10 Dated: December 5, 2024

BARTZ LAW GROUP APC

11  
12 By: /s/ Aaron A. Bartz  
AARON A. BARTZ  
13 Attorneys for Plaintiff KEVIN SENIOR, on behalf  
14 of himself and all other aggrieved employees  
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**DEMAND FOR JURY TRIAL**

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: December 5, 2024

BARTZ LAW GROUP APC

By: /s/ Aaron A. Bartz  
AARON A. BARTZ  
Attorneys for Plaintiff KEVIN SENIOR, on  
behalf of himself and all other aggrieved employees