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**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SANTA BARBARA – COOK DIVISION**

11 ULISSES SOTO, JIMMY PEREZ, CESAR  
12 PORCAYO, individually and on behalf of all  
13 others similarly situated,

14 Plaintiffs,

15 vs.

16 BONITA PACKING CO., and DOES 1 to 50,

17 Defendants.

Case No. 19CV02543

CLASS AND REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT**

1. Meal Period Violations
2. Rest Period Violations
3. Wage Statement Violations
4. Waiting Time Penalties
5. Unfair Business Practices
6. Civil Penalties under the Private Attorneys General Act

Complaint Filed: May 14, 2019

Trial Date: Not Set

Judge: Hon. Timothy J. Staffel

Dept.: 1 SM-Cook

1 Plaintiffs Ulisses Soto, Jimmy Perez, and Cesar Porcayo (collectively, “Plaintiffs”),  
2 individually and on behalf of all others similarly situated, and as representatives of the State of  
3 California, file this First Amended Complaint on the basis of personal knowledge and information  
4 and belief against Defendants Bonita Packing Co. and Does 1 through 50 (“Does”) (collectively,  
5 “Bonipak” or “Defendants”) as follows:

### 6 **I. INTRODUCTION**

7 1. Plaintiffs file this class and representative action under the Labor Code, Private  
8 Attorneys General Act of 2004 and Business and Professions Code section 17200 *et seq.* Plaintiffs  
9 allege Defendants violated provisions of the California Labor Code and IWC Wage Orders  
10 regulating meal and rest periods, payment of meal and rest period premiums, meal period waivers,  
11 timely payment of earned wages upon separation, and itemized wage statements.

### 12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over Plaintiffs’ claim for civil penalties under the  
14 California Labor Code and Private Attorneys General Act of 2004. Plaintiffs’ claims in this  
15 Complaint arise under California law and Plaintiffs seek penalties for Labor Code violations as a  
16 proxy for and agents of the State of California.

17 3. Venue is proper in this judicial district pursuant to California Code of Civil Procedure  
18 §§ 395(a) and 395.5 because at least some of the acts and omissions complained of herein occurred  
19 in Santa Maria, California, which is also where Defendants maintain offices, transact business, and  
20 employed Plaintiffs and certain other aggrieved employees.

21 4. Venue is therefore proper in this Court pursuant to Local Rules 201 and 203.

### 22 **III. PARTIES**

23 5. Plaintiff Ulisses Soto was hired by Defendants as a non-exempt employee on or about  
24 January 2017 and continued to work for Defendants until approximately April 2019. Plaintiff Soto  
25 worked as an ice operator.

26 6. Plaintiff Jimmy Perez was hired by Defendants as a non-exempt employee on or  
27 about January 2018 and continued to work for Defendants until approximately April 2019. Plaintiff  
28 Perez worked as a mix room and ice operator.



1 and out at the beginning and end of their work shifts and for certain meal periods. On information  
2 and belief, Defendants tracked time through an ADP timekeeping system. Defendants paid Plaintiffs  
3 and putative class members on a weekly basis, issuing one wage statement per week.

4 13. Plaintiffs allege that Defendants have violated the California Labor Code. Plaintiffs  
5 allege that each of the violations set forth herein was committed against them and the putative class  
6 members.

7 14. Specifically, as defined more fully in the Class definition section, this class and  
8 PAGA action applies exclusively to the approximately 105 non-exempt cooler employees within the  
9 respective statutory periods.

10 15. Plaintiffs allege that Defendants have committed the following violations of the  
11 Labor Code and Wage Orders, which render them liable to Plaintiffs and the aggrieved employees  
12 for all corresponding civil penalties:

13 **A. MEAL PERIOD VIOLATIONS**

14 16. In California, an employer may not employ an employee for a work period of more  
15 than 5 hours per day without providing the employee with a meal period of not less than 30 minutes  
16 (commencing before the employee's fifth hour of work), except that if the total work period per day  
17 of the employee is no more than 6 hours, the meal period may be waived by mutual consent of the  
18 employer and employee. (Labor Code § 512). A second meal period of not less than 30 minutes is  
19 required if an employee works more than 10 hours per day and must begin before the employee's  
20 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal  
21 period may be waived by mutual consent of the employer and employee, but only if the first meal  
22 period was not waived. (Labor Code § 512). The employee must be relieved of all duties during  
23 meal periods.

24 17. If an employer fails to provide an employee with a meal period in accordance with  
25 these requirements, the employer must pay one additional hour of pay to the employee at the  
26 employee's regular rate of pay for each workday that the meal period is not lawfully provided.  
27 (Labor Code § 226.7). The preceding meal period obligations are set forth in the Wage Orders  
28 applicable to Defendants, including Wage Orders 1, 8 and 13, and Labor Code §§ 226.7 and 512.

1           18.     At all relevant times, Defendants failed and continue to fail in their affirmative  
2 obligation to provide the Plaintiffs and putative class members with legally complaint meal periods  
3 and pay meal period premiums in accordance with the mandates of the Wage Orders and Labor Code  
4 §§ 226.7 and 512. Defendants further failed and continue to fail to comply with the mandates of the  
5 Wage Orders and Labor Code § 512 regarding meal period waivers. The violations are ongoing.  
6 Defendants are accordingly liable to Plaintiffs and putative class members for the unpaid premiums.

7 **1. Failure to Provide Compliant Meal Periods in Violation of Labor Code**

8 **§§ 226.7 and 512.**

9           19.     Defendants violated Labor Code §§ 226.7, 512 and the applicable Wage Orders  
10 through a series of unlawful employment policies and practices. First, Defendants failed to provide  
11 all meal periods of at least 30 minutes in length to the putative class members. Defendants provided  
12 certain meal periods that were less than 30 minutes in length. Second, Defendants failed to provide  
13 all first meal periods to Plaintiffs and putative class members commencing before each fifth hour of  
14 work. Defendants regularly provided late first meal periods that began after Plaintiffs' and putative  
15 class members' fifth hour of work. Third, Defendants failed to provide all second periods to the  
16 Plaintiffs and putative class members commencing before each their tenth hour of work. Defendants  
17 also provided late second meal periods that began after each tenth hour of work. Fourth, Defendants  
18 failed, on certain occasions, to provide a first meal period or second meal period at any time even  
19 though Plaintiffs and putative class members were entitled to receive those meal periods. Fifth,  
20 Defendants failed to provide uninterrupted duty-free first and second meal periods to the Plaintiffs  
21 and putative class members

22           20.     Defendants violated and continue to violate the meal period mandates set forth in  
23 Labor Code §§ 226.7, 512 and the applicable Wage Orders. Plaintiffs allege, on information and  
24 belief, that this policy and practice was applied systemically to Plaintiffs and putative class  
25 members. Based on these violations, Defendants are liable for the unpaid premiums and civil  
26 penalties.

1 **2. Unlawful Meal Period Waivers in Violation of Labor Code § 512.**

2 21. Defendants required Plaintiffs to waive meal periods that legally cannot be waived in  
3 violation of the applicable Wage Orders and Labor Code § 512. As a result, Defendants have further  
4 violated Labor Code § 512, which authorizes meal period waivers only under narrow circumstances.

5 22. For example, Defendants required Plaintiffs and putative class members to sign meal  
6 period waivers on days when the employees worked more than 6 hours in a workday when the  
7 respective meal period did not commence before the employee's fifth hour of work. Defendants also  
8 required Plaintiffs and putative class members to retroactively sign meal period waivers when their  
9 meal period was less than 30 minutes and at other inappropriate and unlawful times. Defendants  
10 also used inapplicable meal period waivers to acknowledge and document the missed, untimely,  
11 short or interrupted meal periods. These practices are not permitted by Labor Code § 512.

12 23. The purpose for Defendants' noncompliant meal period waivers was to avoid  
13 payment of the corresponding meal period premium owed to Plaintiffs and putative class members  
14 under Labor Code § 226.7, rather than to create a mutual agreement to work through a meal period  
15 without payment of a premium under the circumstances permitted by the applicable Wage Orders  
16 and Labor Code § 512.

17 24. Plaintiffs allege that they never signed a meal period waiver *before* missing or  
18 working through a meal period. Instead, Defendants maintained an unlawful policy and practice that  
19 applied to all putative class members, whereby Defendants required Plaintiffs and the other  
20 Aggrieved Employees to work through each workweek (or receive untimely, interrupted or short  
21 meal periods) and then at the end of each week—before receiving their paystub each Friday—sign a  
22 meal period waiver with the dates of each deficient meal period neatly entered on the meal period  
23 waiver for each employee to sign.

24 25. Plaintiffs allege that Defendants were aware of the noncompliant meal periods by  
25 virtue of each putative class members' time records on the ADP system. Defendants' ADP time  
26 system would, for certain violations, indicate that the meal period was noncompliant with an alert,  
27 which for most employers would automatically cause them to pay a meal period premium to the  
28 affected employee. Instead, Defendants would recognize the ADP alert and then identify the meal

1 periods for which each putative class member was owed a meal period premium so that could clean  
2 up the books and require them to sign the waiver to avoid payment at the end of each week. Only  
3 after this process was completed would Plaintiffs and the putative class members be provided with  
4 their weekly wage statements.

5 26. On information and belief, Plaintiffs allege that Defendants must have disabled or  
6 overrode the automatic meal period payment mechanism provided in the ADP payroll system to  
7 avoid payment of meal period premiums.

8 27. This unlawful meal period waiver policy and practice was carried out by Defendants'  
9 supervisors and human resources personnel/office managers.

10 28. Defendants' policies and practices relating to the meal period waivers constitute a  
11 separate and additional violation of the meal period mandates set forth in Labor Code § 512 and the  
12 applicable Wage Orders. Plaintiffs allege, on information and belief, that this policy and practice  
13 was and continues to be applied equally to all putative class members. Based on these violations,  
14 Defendants are liable to for the unpaid premiums, civil penalties, attorneys fees and costs.

15 **3. Failure to Pay Meal Period Premium Pay in Violation of Labor Code § 226.7.**

16 29. As a result of Defendants' unlawful meal period policies and practices, Defendants  
17 also violated Labor Code § 226.7 and the applicable Wage Orders by failing to pay meal period  
18 premiums when owed to the putative class members. Throughout their employment, Plaintiffs were  
19 never paid a meal period premium payment of one additional hour at their regular rate of  
20 compensation for each workday that a full first or second meal period was not lawfully provided.  
21 On information and belief, Plaintiffs allege that the other putative class members were also regularly  
22 deprived of meal period premium pay.

23 30. Defendants' failure to pay meal period premiums violates the mandates set forth in  
24 Labor Code § 226.7 and the applicable Wage Orders. Plaintiffs allege, on information and belief,  
25 that this policy and practice was and continues to be applied equally to all putative class members.  
26 Based on these violations, Defendants are liable to for unpaid premiums, penalties, attorneys' fees  
27 and costs.

28

1 **B. VIOLATION OF LABOR CODE § 206.5**

2 31. An employer is prohibited from requiring the release of a claim or right on account of  
3 wages due, unless payment of those wages has been made. (Labor Code § 206.5). Any release  
4 required or executed in violation of this requirement is null and void. (Labor Code § 206.5).

5 32. Defendants' meal period policies and practices were designed and implemented to  
6 avoid paying meal period premiums to the putative class members. Defendants utilized unlawful  
7 meal period waivers that are void and unenforceable and constitute an unlawful release of wages in  
8 violation of Labor Code § 206.5. Defendants were prohibited from requiring the execution of a  
9 claim or right on account of wages due, unless payment of those wages has been made. (Labor Code  
10 § 206.5). Because payment of meal periods was not made to the putative class members, any release  
11 required or executed in violation of this requirement is null and void. (Labor Code § 206.5).

12 33. Defendants' unenforceable meal period waivers constitute a release of unpaid wages  
13 owed in violation of Labor Code § 206.5. Plaintiffs allege, on information and belief, that this  
14 policy and practice was and continues to be applied equally to all putative class members. Based on  
15 these violations, Defendants are liable for unpaid premiums, civil penalties, attorneys' fees and  
16 costs.

17 **C. REST PERIOD VIOLATIONS**

18 34. In California, every employer shall authorize and permit all employees to take rest  
19 periods, which insofar as practicable shall be in the middle of each work period. (Wage Order Nos.  
20 1, 8, 13, § 12; Labor Code § 516). The authorized rest period must be based on the total hours  
21 worked daily at the rate of 10 minutes rest time per 4 hours worked or major fraction thereof. (*Id.*).

22 35. If an employer fails to provide an employee with a rest period in accordance with  
23 these requirements, the employer must pay one additional hour of pay to the employee at the  
24 employee's regular rate of compensation for each workday that the rest period is not lawfully  
25 provided. (*Id.*; Labor Code § 226.7). The preceding rest period obligations are also set forth in  
26 Wage Orders applicable to Defendants, including Wage Order Nos. 1, 8 and 13.

27 36. Plaintiffs allege that Defendants did not maintain regularly scheduled break times for  
28 rest periods. Plaintiffs allege that numerous times per week they would work through rest periods



1 due to managers, coworkers and supervisors asking and requiring them to complete the tasks at  
2 hand. Plaintiffs allege that this practice extends to all other putative class members, such that they  
3 missed one or more rest periods per day as a result of Defendants' employment practices.  
4 Defendants are accordingly liable to Aggrieved Employees for unpaid premiums, civil penalties,  
5 attorneys' fees and costs.

6 **1. Failure to Provide Compliant Rest Periods in Violation of the Wage Orders and Labor**  
7 **Code §§ 226.7 and 516.**

8 37. Defendants failed to authorize and permit Plaintiffs and the putative class members to  
9 take all required rest periods. Specifically, Plaintiffs and, on information and belief, the other  
10 Aggrieved Employees, regularly worked shifts in excess of 3.5 hours without receiving a first rest  
11 period, in excess of 6 hours without receiving a second rest period, in excess of 10 hours without  
12 receiving a third rest period. Based on Defendants' policies, practices, supervision and working  
13 conditions, Plaintiffs and, on information and believe, the other putative class members regularly  
14 missed rest periods or experienced short rest periods, were on duty and not relieved of all work, or  
15 otherwise received noncompliant rest periods approximately once per day throughout their  
16 employment.

17 38. At all relevant times, Defendants failed and continue to fail in their affirmative  
18 obligation to provide the putative class with legally complaint rest periods in accordance with the  
19 mandates of the applicable Wage Orders and Labor Code §§ 226.7 and 516. The violations are  
20 ongoing. Based on these violations, Defendants are liable for unpaid premiums, civil penalties,  
21 attorneys' fees and costs.

22 **2. Failure to Provide Rest Period Premiums in Violation of Labor Code § 226.7**  
23 **and 516.**

24 39. As a result of Defendants' unlawful rest period policies and practices, Defendants  
25 also violated Labor Code §§ 226.7 and 516 and the applicable Wage Orders by failing to pay rest  
26 period premiums when owed to the putative class, including Plaintiffs. Throughout their  
27 employment, Plaintiffs were never paid a rest period premium payment of one additional hour at  
28 their regular rate of compensation for each workday that all rest periods were not lawfully provided.

1 On information and belief, Plaintiffs allege that the other putative class members were also deprived  
2 of rest period premium pay.

3 40. Defendants' failure to pay rest period premiums violates the mandates set forth in  
4 Labor Code § 226.7 and the applicable Wage Orders. Plaintiffs allege, on information and belief,  
5 that this policy and practice was applied equally to all putative class members. Based on these  
6 violations, Defendants are liable for unpaid premiums, civil penalties, attorneys' fees and costs.

7 **D. FAILURE TO PAY WAGES ON TERMINATION**

8 41. If an employer discharges an employee, the employer must pay all wages earned and  
9 unpaid at the time of discharge. (Labor Code § 201). If an employee quits his or her employment,  
10 the employer must pay all wages due no later than 72 hours thereafter. (Labor Code § 202). If an  
11 employee gives 72 hours prior notice of his or her intention to quit, the employer must pay the  
12 employee all wages due upon termination. (Labor Code § 202).

13 42. If an employer willfully fails to pay the wages of an employee who is discharged or  
14 quits in accordance with the mandates set forth in Labor Code § 201 and 202, the wages of the  
15 employee shall continue as a penalty of up to 30 days wages from the due date thereof at the same  
16 rate until paid or until an action therefor has commenced. (Labor Code § 203).

17 43. Plaintiffs were not paid all premium wages owed to them upon their last day of  
18 employment in accordance with Labor Code §§ 201 and 202. Plaintiffs have not been paid all meal  
19 and rest period premiums earned throughout their employment, despite Defendants' knowledge that  
20 such wages were earned and unpaid each pay period. Defendants were aware of the underpayment,  
21 forced Plaintiffs to sign invalid meal period agreements (thereby acknowledging the violation) and  
22 thus there is no good faith dispute as Defendants' underpayment was at all times willful.

23 44. On information and belief, Plaintiffs allege that other putative class members were  
24 also underpaid during their employment and were not paid all wages earned and due on their last day  
25 of employment or within 72 hours thereof. As a result, Defendants have violated Labor Code §§ 204  
26 and 204b. Based on these violations, Defendants are liable for waiting time penalties, civil penalties,  
27 attorneys' fees and costs.  
28

1 **E. WAGE STATEMENT VIOLATIONS**

2 45. At the time of each payment of wages, an employer must furnish each employee with  
3 an itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total  
4 number of hours worked, (3) the number of any piece-rate units earned and applicable piece rate,  
5 (4) all deductions made, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name  
6 and last four digits or employment identification number of the employee, (8) the name and address  
7 of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the  
8 corresponding number of hours worked at each hourly rate. (Labor Code § 226).

9 46. Defendants have failed to provide timely, accurate itemized wage statements to  
10 Plaintiffs and, on information and belief, the other putative class members that include all  
11 information required by Labor Code § 226. None of the wage statements provided by Defendants  
12 accurately reflect gross wages earned or net wages earned because Defendants have failed to pay all  
13 meal and rest period premiums owed to the putative class. Furthermore, none of the wage  
14 statements provided by Defendants include the employer's address. Finally, Defendants' wage  
15 statements do not state the accurate name of the legal entity of the employer.

16 47. On information and belief, Plaintiffs allege that the other putative class members have  
17 received the same defective wage statements containing the same violations. As a result, Defendants  
18 have violated Labor Code § 226. Based on these violations, Defendants are liable to for civil  
19 penalties, attorneys' fees and costs.

20 **V. CLASS ACTION ALLEGATIONS**

21 48. Plaintiffs seek to represent a "**Class**" defined as:

22 *All persons employed by Defendants' as a non-exempt "Cooler" employee at any time*  
23 *starting from the four years from the filing of the Complaint.*

24 49. Plaintiffs seek to represent a "**Waiting Time Subclass**" defined as:

25 *All members of the Class who were terminated or resigned starting at any time starting from*  
26 *the three years from the filing of the Complaint.*

27 50. Plaintiffs reserve the right to modify the Class description or further divide it into  
28 subclasses or limit it to particular issues pursuant to California Rules of Court, Rule 3.765(b).

1           51.     This action has been brought and may be maintained as a class action pursuant to  
2 Code of Civil Procedure section 382 because there is a well-defined common interest of  
3 approximately 105 persons and it is impractical to bring them all before the court.

4 **A. Ascertainable Class**

5           52.     The proposed class and subclass is ascertainable because they can be identified and  
6 located using Defendants' payroll and personnel records.

7 **B. Numerosity**

8           53.     The Class is comprised of approximately 105 non-exempt cooler employees. Joinder  
9 of all putative class members is not practicable.

10 **C. Typicality**

11           54.     The claims of the named Plaintiffs are typical of the putative class. All members of  
12 the Class sustained injuries and damages arising from Defendants' common course of conduct in  
13 violation of California laws.

14 **D. Adequacy of Representation**

15           55.     Plaintiffs will fairly and adequately represent and protect the interests of the Class.  
16 Proposed Class Counsel, Nicholas J. Ferraro of Ferraro Employment Law, Inc., who represent  
17 Plaintiffs, are competent and experienced in litigating employment class actions. Plaintiffs are  
18 aware and understand their obligations to faithfully assist in the preparation of the case and to make  
19 decisions in the best interests of the putative class.

20 **E. Superiority of Class Action**

21           56.     A class action is superior to other available means for the fair and efficient  
22 adjudication of this controversy. Each class member has been damaged and is entitled to recovery  
23 for Defendants' illegal policies and practices, and a class action allows them to litigate their claims  
24 in the most efficient and economical manner forth parties and the judicial system. There are no likely  
25 difficulties managing this action that preclude its maintenance as a class action.

26           57.     The predominating questions of law and fact include:

27           58.     Whether Defendants violated the law by failing to provide compliant meal periods or  
28 premium pay in lieu of such periods;



1 permitted or authorized, Defendants willfully violated provisions of Labor Code section 226.7 and  
2 the IWC Wage Orders.

3 69. Defendants acts deprived Plaintiffs and Class members of premium wages in amounts  
4 to be determined at trial, and they are entitled to recover such amounts plus interest, attorneys' fees  
5 and costs.

6 **THIRD CAUSE OF ACTION**

7 **WAGE STATEMENT VIOLATIONS**

8 70. Plaintiffs incorporate by reference all outside paragraphs of this Complaint.

9 71. Defendants must accurately itemize wage statements to include, among other things,  
10 gross and net wages earned, all hourly rates, the employer address, total hours worked. Defendants  
11 knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements  
12 provided to Plaintiffs and Class members because the wage statements failed to accurately list all  
13 items required.

14 72. The inaccurate wage statements sowed confusion among the putative class, causing  
15 injuries and concealing the amounts actually owed to Plaintiffs and Class members.

16 73. As a consequence of Defendants' knowing and intentional failure to comply with  
17 Section 226(a), Plaintiff and Class members are entitled to actual damages or penalties not to exceed  
18 \$4,000 for each employee, together with interest, attorneys' fees and costs.

19 **FOURTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 74. Plaintiffs incorporate by reference all outside paragraphs of this Complaint.

22 75. Defendants had a consistent and uniform practice of willfully failing to timely pay  
23 former employees all earned wages and premiums upon separation within the time required by law.

24 76. Members of the Waiting Time Subclass are no longer employed by Defendants and  
25 were not paid all premiums for meal and rest periods during their employment.

26 77. Defendants knew that these premiums were due to Waiting Time Subclass members  
27 but failed to pay them. Defendants are liable accordingly for waiting time penalties to the Waiting  
28 Time Subclass members.



1 violations and Plaintiffs' intent to bring a claim for civil penalties with respect to the allegations and  
2 violations set forth herein. Now that 65 days have passed from Plaintiffs' notifying of Defendants  
3 and the LWDA of these allegations and violations, and the LWDA has not provided notice that it  
4 intends to investigate these violations, Plaintiffs have exhausted their administrative requirements for  
5 bringing a claim under the Private Attorneys General Act.

6 85. As set forth in this Complaint, Defendants have committed a series of Labor Code  
7 violations against Plaintiffs and the putative class members within the PAGA period, including  
8 violation of Labor Code sections 201-204, 206.5, 226, 226.7, 512, 516.

9 86. Plaintiffs, each an "aggrieved employee" within the meaning of Labor Code § 2698 *et*  
10 *seq.*, acting on behalf of the themselves, the other Aggrieved Employees, and the State of California,  
11 bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, the  
12 other Aggrieved Employees and the State of California, based on the allegations set forth in this  
13 Complaint, and according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f).

14 87. Plaintiffs seek all recoverable civil penalties pursuant to the Private Attorneys  
15 General Act, in addition to under Labor Code § 2699(f) which provides for a penalty for those  
16 provisions of the Labor Code which a civil penalty is not specifically provided. Civil penalties  
17 recovered will be distributed according to proof to each putative class member within the PAGA  
18 period and the State of California pursuant to Labor Code § 2699(i).

19 88. Plaintiffs were compelled to retain the services of counsel to file this court action to  
20 protect the interests of themselves, the State of California and the other Aggrieved Employees and to  
21 assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys'  
22 fees and costs, which they are entitled to recover under Labor Code § 2699(g).

### 23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on behalf this  
25 suit is brought against Defendants as follows:

- 26 1. For certification of this action as a class action;
- 27 2. For appointment of Plaintiffs as the representatives of the Class;
- 28 3. For injunctive relief;



