



THE WAITING TIME PENALTY FOR FINAL WAGES IN CALIFORNIA

When a California employer pays final wages late, the law can award up to 30 days of additional pay, and this guide explains what counts as final wages, when they are due, and how to claim the penalty.

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Employees have a right to receive their final paycheck, in full and on time, at the conclusion of their employment.¹ When employers willfully fail to provide final paychecks within certain deadlines, employees are entitled to extra pay. This extra pay is commonly referred to as a *waiting time penalty*.² It punishes employers for failing to pay final wages on time.³

In short, the waiting time penalty consists of a full day of wages for each day that payment is delayed.⁴ The penalty continues to accrue for as much as 30 days after discharge, depending on when payment of the employee's wages is fully satisfied.⁵

The rest of this article will take a closer look at California's waiting time penalty, and will explain which unpaid wages will trigger it, how it is calculated, and how employees can recover it.

Which “Wages” Are Due in Final Paychecks



California law prohibits employers from giving final paychecks to employees that are either late or less than what is owed.⁶ Put simply, all employers in California are required to pay final wages in full and on time. If they willfully fail to do so, they are required to pay the waiting time penalty.⁷

There are several key aspects of this rule, however. First, only workers who receive “wages” are covered by the waiting time penalty.⁸ So, if an employee believes they have been underpaid in their final paycheck, the first question they need to ask is whether the amount they were required to be paid is a “wage” within the meaning of the law.

California law defines a *wage* as payment for labor performed by an employee.⁹ *Labor* in this context means work or services performed for an employer, not just physical labor.¹⁰

So, all forms of compensation for work performed by employees are wages, including:

 Hourly pay,

-  A fixed salary,
-  Commissions,¹¹
-  Piece-rate payments,
-  Payment that varies by project or task,
-  Earned paid time off, and
-  Vested retirement contributions.¹²

The term *wages* also includes benefits that an employee receives as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay.

A final paycheck must include wages for all hours worked, including overtime, and payment for all accrued, unused vacation time.¹³

A final paycheck must also include any premium pay the employer owes for missed meal or rest periods. The California Supreme Court has held that this premium pay is a form of wages, so an employer that willfully leaves it out of the final check can face the waiting time penalty.¹⁴

When Final Wages are Due



The greatest risk of not being paid comes when an employee is discharged. The timing of an employee's final paycheck depends on whether they are fired or they quit.

2.1 Terminations

In general, an employee who is fired must be paid all unpaid wages that have been earned up to and including the date of termination. That payment must be made on the same day that the employee is terminated.¹⁵

A *termination* or *discharge* from employment includes situations where a person's employment ends because of the completion of a specific time, project or job assignment. For example, a fashion model who was hired for one day of work was entitled to be paid at the end of the day.¹⁶

There are, however, limited exceptions to this rule, depending on the industry in which the worker is employed:¹⁷ For example:

-  Seasonal workers involved in the curing, canning, or drying of any variety of perishable fruit, fish or vegetables must receive their final paychecks within 72 hours of their last day of work.¹⁸
-  Certain employees in the movie industry are entitled to receive payment of their last wages by the next regular payday.¹⁹
-  Employees who drill oil must receive their final payment no later than 24 hours after discharge, excluding weekends and holidays.²⁰
-  Employees who work in venues that host live theatrical or concert events are free to establish time limits for final payment in their collective bargaining agreement.²¹ If no such time limits are established, however, the default rule applies.
-  When workers are covered by collective bargaining agreements that set a time for payment of final wages, the terms of the agreement will determine when the worker receives their final paycheck as long as certain rules are followed.²² But if no such time limits are established, the default rule applies.
-  Workers who are hired through temporary services employers (also known as “temp agencies”)²³ are subject to a number of special rules that govern the payment of wages, including final wages.²⁴

2.2 Resignations

Employees who quit and give notice at least 72 hours before their last day of work must be paid their final wages on their last day, assuming it is the day stated in the notice.²⁵

Employees who quit without giving such notice must be paid their final wages within 72 hours after their last day of work.²⁶

Employees who retire are considered employees who quit, and the same notice and payment rules apply.²⁷

2.3 Severance Pay

In most cases, employers are *not* required to provide employees with severance packages. Severance agreements are contracts between private parties and are governed by California contract law. There is no law in California requiring employers to offer severance packages.

But, if an employment agreement provides for an unconditional right to severance pay, a worker can argue that severance pay is a form of “wages” and should be paid immediately on discharge or within 72 hours after resignation.²⁸

2.4 Place and Method of Payment

Generally, an employer that terminates an employee must pay them at the place of discharge.²⁹ The employer should not pay the employee by sending a paycheck by mail, unless they specifically request it.³⁰

California law does not spell out where “the place of discharge” is when an employee is terminated remotely, but the conservative practice is to deliver the final paycheck to the employee at their location rather than assuming payment at the employer's office will be enough.

Employees who quit without giving 72 hours' notice and who do not request that their paycheck be mailed to them should be paid at the office of the employer in the county where the work was performed.³¹

If an employee has authorized the employer to pay his or her wages by direct deposit into a bank account, the payment of final wages may be made by depositing the amount due into the employee's account.³²

2.5 Releases and Waivers are Prohibited

An employer is not allowed to condition the final paycheck on the execution of a release of liability or waiver of rights.³³ Any release signed by an employee under these conditions is null and void, and any employer who requires an employee to sign a release is guilty of a misdemeanor.³⁴

If, however, an employer pays an amount that is admittedly due, and there is still a good faith dispute about the rest of the wages owed, the employer and employee may reach a compromise. If the employer and employee agree on a settlement of unpaid wages, a release does *not* violate the law.³⁵

How Vacation Pay Is Treated



In California, employers are not required to offer vacation pay to their employees.³⁶ However, employers who offer vacation must follow certain rules.

California law regards a paid vacation as a form of wages. Vacation days are compensation for the labor workers perform, but the payment is delayed until the worker takes the vacation. The right to a paid vacation vests or accrues when the employee performs the work that entitles the employee to a paid vacation.³⁷

Vacation time is treated the same as any other form of wages. If an employee does not use all of their vacation time, the employer must pay the employee all remaining vested vacation time.

Accrued vacation pay must be paid: to the employee immediately when the employer discharges the employee, within 72 hours if an employee quits with notice, and no later than 72 hours after an employee quits without notice.³⁸

EXAMPLE

An employment agreement gives the employee the right to take two weeks of paid vacation after one year of work. If the employee is terminated after six months of work, the employee has earned half of the paid vacation. The employee is entitled to one week of extra wages at the time of termination.

California employers are not allowed to circumvent the right to be paid the proportionate share of vacation pay that the employee has earned by conditioning entitlement to vacation on the completion of a fixed period of work.³⁹

So, even if an employment agreement states that the employee is not entitled to vacation pay until the employee has worked a full year, the employee must be paid for unused paid vacation in proportion to the time that the employee worked before employment ended.⁴⁰

3.1 Limitations on Vacation Pay

There are a few exceptions to the vacation accrual rule. Employers can create a probationary or waiting period before vacation begins to accrue.

Employers can also place a cap on the way vacation days vest. A cap policy may state that once an employee accrues a fixed number of days, vacation time will stop accruing until the employee uses some of their vacation time.⁴¹

There is no specific number of days that constitute a permissible cap, but employers should keep in mind that the California Labor Commission is sometimes strict about whether such caps are reasonable.⁴²

3.2 “Use It or Lose It” Policies

A “use it or lose it” policy is one that requires employees to use their earned benefits within a specific period or else they expire. In general, a “use it or lose it” policy for vacation benefits is illegal.⁴³ This is because vacation pay is a kind of deferred compensation. If you earned a form of compensation, it is yours. It can't be taken away simply because you didn't spend it.⁴⁴

Put simply, although many employers claim that they have a “use it or lose it” policy with respect to vacation time, that is not a legal policy in California. When an employee ends their employment, they must be paid accrued vacation time at their rate of pay at termination.⁴⁵

Vacation pay is earned proportionally as the employee works. When an employee resigns or is terminated, the employee has earned, at minimum, a proportional share of vacation time based on the time worked.

3.3 “Unlimited” Vacation Policies

Some employers offer “unlimited” or “uncapped” paid time off, under which employees do not accrue a set number of vacation days. The theory is that because nothing accrues, nothing vests, so there is nothing to pay out when employment ends. California courts have not accepted that theory across the board: a policy that is “unlimited” in name only, but that in practice limits how much time employees can actually take, can still owe a vested-vacation payout at separation.⁴⁶ To reduce that risk, an unlimited policy should be in writing, clearly communicated, and genuinely unlimited in practice.

3.4 Releases or Other Conditions

As with other forms of wages, employers may not withhold vacation pay to pressure workers to sign a release waiving claims or creating a contract.⁴⁷ Vacation time must be paid when a person is terminated or resigns, and the employer cannot delay payment to pressure an employee to sign a release of any kind.

3.5 Paid Time Off and Sick Leave

Some employers combine their separate vacation and sick leave plans into a single “Paid Time Off” policy. When an employer gives employees a certain number of paid days off each year that can be used for any purpose, including vacation and sick leave, employees have earned this time.

The Labor Commission considers paid time off programs to be subject to the same rules applicable to vacation time.⁴⁸ This means vested paid time off can't be forfeited when an employee quits or is terminated. The employer must pay accrued paid time off time that has not been used when the employment relationship ends.

Standalone sick leave is treated differently from vacation. Unless it is folded into a combined paid time off policy, California paid sick leave generally does not have to be cashed out when employment ends.⁴⁹

The Waiting Time Penalty for Unpaid Final Wages



When an employer does not pay employees their final wages on time, California law provides for a “waiting time penalty.” This penalty was adopted to assure that employees are paid *promptly* for their work at the time the employment relationship ends. It incentivizes employers to pay wages in a timely manner.⁵⁰

4.1 Calculating the Penalty

The waiting time penalty consists of a full day of wages for each day that payment is delayed.⁵¹ The penalty continues to accrue for as much as 30 days after discharge, depending on when payment is fully satisfied.⁵²

Importantly, the penalty accrues on a daily basis, not just on days the employee would normally have worked.⁵³ So, even if the employee usually only works three days per week, they are entitled to receive a full 30 days of wages if their final wages are paid 30 days late.

The waiting time penalty is calculated by computing the employee's daily wage rate and then multiplying it by the number of days that payment is delayed, up to a maximum of 30 days.⁵⁴

The *daily wage rate* is typically calculated by adding base wages, commissions, bonuses, and vacation pay that the employee earns in a year, dividing that sum by 52 weeks and then by 40 hours to reach an hourly rate, and multiplying that hourly rate by eight to reach a full day's wages.⁵⁵

4.2 When a Failure to Pay is “Willful”

A failure to pay wages on time is *willful* if the failure is intentional.⁵⁶ To meet this standard, the failure must be one that cannot be excused by a mistake of law, a mistake of fact, or a good faith dispute.⁵⁷

To rely on a mistake of law, the employer must be able to show that their legal obligations were unclear or unsettled.⁵⁸ To rely on a mistake of fact, the employer's actions must have been reasonable at the time and supported by some evidence.⁵⁹ Proving these kinds of mistakes is rare.

More commonly, the employer will argue that the employee was not entitled to certain wages. An employer's failure to pay final wages is *not* willful if there is a good faith dispute about the employee's entitlement to the unpaid wages. A *good faith dispute* exists when an employer presents a legitimate legal or factual defense to the payment of wages, even if the employer does not ultimately win with that argument.⁶⁰

Even if there is a dispute, an employer must pay any wages which are due and not in dispute.⁶¹ If the employer fails to pay what is undisputed, the employer can't use the “good faith” defense over the disputed wages.⁶²

4.3 Employer's Insufficient Funds

The waiting time penalty applies if the employer intentionally pays final wages with a check that cannot be cashed or deposited because it is not supported by sufficient funds or because it is drawn on a bank where the employer no longer has an account.⁶³

When the paycheck bounces or is rejected in this way, a penalty of one day of additional wages for each day that the check is not satisfied continues for a maximum of 30 days.

Recovering Final Wages and Penalties



Employees who have been underpaid or given their final paychecks in an untimely manner usually have at least three options. They can:

-  Resolve the dispute informally with their former employer,
-  File a lawsuit in court, or
-  Bring a claim for unpaid wages and penalties with a government agency.⁶⁴

Employees have a right to hire an employment attorney to assist or advise them with any of these options. It is often a good idea to do so, rather than trying to handle it alone.

Whether it is better to seek a state or federal remedy, and whether it makes sense to file an administrative claim or a lawsuit, will depend on the facts of the case.

There is also a deadline for pursuing the penalty. An employee generally has three years to bring a claim or lawsuit to recover the waiting time penalty, whether or not they also seek the underlying unpaid wages.⁶⁵

To learn more about the process for bringing an administrative claim for unpaid wages and penalties, visit *How to File a Wage & Hour Claim in California: The Ultimate Guide*.

References

- 1 Labor Code, § 203, subd. (a); *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 491–492.
- 2 See *McLean v. State of California* (2016) 1 Cal.5th 615, 619 [“An ‘employer’ that ‘willfully fails to pay’ in accordance with sections 201 and 202 ‘any wages of an employee who is discharged or who quits’ is subject to so-called waiting-time penalties of up to 30 days’ wages.”].
- 3 *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 493 [“This larger penalty acts as a disincentive to employers who are reluctant to pay wages in a timely manner, thus furthering the intent of the statutory scheme.”].
- 4 Labor Code, § 203, subd. (a) [“If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the employee so avoids payment.”].
- 5 Labor Code, § 203.
- 6 Labor Code, §§ 201, 202.
- 7 Labor Code, § 203, subd. (a); see *McLean v. State of California* (2016) 1 Cal.5th 615, 619 [“An ‘employer’ that ‘willfully fails to pay’ in accordance with sections 201 and 202 ‘any wages of an employee who is discharged or who quits’ is subject to so-called waiting-time penalties of up to 30 days’ wages.”].

- 8 See Labor Code, § 203, subd. (a) [applying only to the failure to pay “any wages of an employee”].
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- 9 Labor Code, § 200, subd. (a) [“‘Wages’ includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.”].
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- 10 Labor Code, § 200, subd. (b) [“‘Labor’ includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.”].
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- 11 However, the general rule is that commissions are not payable until they can be reasonably calculated, which will sometimes legally delay the payment of commissions in final paychecks. (See [DLSE Opinion Letter 2002.12.09-2](#) ² (Dec. 9, 2002).)
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- 12 Labor Code, § 200, subd. (a); see also *Schachter v. Citigroup, Inc.* (2009) 47 Cal.4th 610, 621 [vested stock acquired in lieu of wages may be included as wages, but nonvested stock may be forfeited by an employee when employment is terminated].
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- 13 *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay.”].
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- 14 *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 117 [“[M]issed-break premium pay constitutes wages for purposes of... section 203, and so waiting time penalties are available under that statute if the premium pay is not timely paid.”].
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- 15 Labor Code, § 201, subd. (a) [“If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”].
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- 16 *Smith v. Superior Court* (2006) 39 Cal.4th 77, 90.
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- 17 Employers may delay payment for up to 72 hours when they lay off a group of seasonal employees involved in “the curing, canning, or drying of any variety of perishable fruit, fish or vegetables.” (Labor Code, § 201, subd. (a).) Other rules apply to terminations in specified industries,

including certain employees in the movie industry (Labor Code, § 201.5), employees who drill oil (Labor Code, § 201.7), and certain employees who work in venues that host live theatrical or concert events (Labor Code, § 201.9).

18	Labor Code, § 201, subd. (a).
19	Labor Code, § 201.5.
20	Labor Code, § 201.7.
21	Labor Code, § 201.9.
22	Labor Code, §§ 201.5, subd. (e) [“Nothing in this section prohibits the parties to a valid collective bargaining agreement from establishing alternative provisions for final payment of wages to employees covered by this section if those provisions do not exceed the time limitation established in Section 204.”], 204, 204.1, 204.2.
23	Labor Code, § 201.3, subd. (b).
24	See Labor Code, § 201.3, subd. (b); <i>Elliot v. Spherion Pac. Work, LLC</i> (C.D.Cal. 2008) 572 F.Supp.2d 1169, 1177.
25	Labor Code, § 202, subd. (a) [“If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”].
26	Labor Code, § 202, subd. (a).
27	See <i>McLean v. State of California</i> (2016) 1 Cal.5th 615, 619 [affirming that retirement is a form of quitting employment within meaning of Labor Code section 202].
28	See <i>Triad Data Services, Inc. v. Jackson</i> (1984) 153 Cal.App.3d Supp. 1, 10 [“Vacation pay and severance pay constitute wages.”], overruled on other grounds by <i>Smith v. Rae-Venter Law Group</i> (2002) 29 Cal.4th 345, 370.
29	Labor Code, § 208 [“Every employee who is discharged shall be paid at the place of discharge . . . ”].

- 30 See *Villafuerte v. Inter-Con Security Systems, Inc.* (2002) 96 Cal.App.4th Supp. 45, 51 [“Labor Code section 202 does provide that an employee who quits his or her employment may request that his or her final paycheck be mailed, but this option must be expressly exercised by the employee.”].
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- 31 Labor Code, §§ 202, 208 [“[E]very employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor.”]; *Villafuerte v. Inter-Con Security Systems, Inc.* (2002) 96 Cal.App.4th Supp. 45, 51.
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- 32 Labor Code, § 213, subd. (d) [“If an employer discharges an employee or the employee quits, the employer may pay the wages earned and unpaid at the time the employee is discharged or quits by making a deposit authorized pursuant to this subdivision, provided that the employer complies with the provisions of this article relating to the payment of wages upon termination or quitting of employment.”].
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- 33 *Reid v. Overland Machined Products* (1961) 55 Cal.2d 203, 207–208.
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- 34 Labor Code, § 206.5, subd. (a) [“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.”]; see also *Woods v. Fox Broadcasting Sub., Inc.* (2005) 129 Cal.App.4th 344, 357.
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- 35 A release of claims as part of such a settlement does not offend Labor Code section 206.5, which prohibits releases of “wages due” since wages are not “due” if there is a good faith dispute. (See *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796, 803 [upholding settlement of dispute whether Employer had violated wage and hour laws in past]; *Watkins v. Wachovia Corp.* (2009) 172 Cal.App.4th 1576, 1587 [plaintiff could not maintain class action for unpaid overtime wages after she was paid all wages due and had released all claims in exchange for enhanced severance benefits].)
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- 36 *Henry v. Amrol, Inc.* (1990) 222 Cal.App.3d Supp. 1, 5 [the law “does not require that an employer include a paid vacation as a portion of his

employees' compensation”].

- 37 Labor Code, § 227.3 [“Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”]; see *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 779 [“Many tribunals have taken the view that vacation pay is simply an alternate form of wages, earned at the time of other wages, but whose receipt is delayed.”], quotations omitted.
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- 38 Labor Code, §§ 201–202.
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- 39 Labor Code, § 227.3 [“[A]n employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”].
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- 40 Labor Code, § 227.3.
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- 41 *Boothby v. Atlas Mechanical, Inc.* (1992) 6 Cal.App.4th 1595, 1601 [“A ‘use it or lose it’ vacation policy provides for forfeiture of vested vacation pay if not used within a designated time, while a ‘no additional accrual’ vacation policy prevents an employee from earning vacation over a certain limit. Although both policies achieve virtually the same result, the former is impermissible and the latter permissible.”]; *Henry v. Amrol, Inc.* (1990) 222 Cal.App.3d Supp. 1, 5 [employers can exercise “control over vacation schedules by either making monetary payments in lieu of time off for vacation time accumulated in excess of an announced limit or announcing a level beyond which additional vacation time would no longer accrue.”].
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- 42 See [DLSE Opinion Letter 1993.08.18](#)  (Aug. 18, 1993).
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- 43 *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774.
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- 44 *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103.
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- 45 Labor Code, § 227.3; *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 779 [finding that employer’s requirement of employment on an anniversary date cannot prevent right to vacation pay from vesting].
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- 46 *McPherson v. EF Intercultural Foundation, Inc.* (2020) 47 Cal.App.5th 243 [informal, unwritten “unlimited” policy with an implied cap held subject to Labor Code section 227.3].
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- 47 Labor Code, § 206.5, subd. (a); see *Woods v. Fox Broadcasting Sub., Inc.* (2005) 129 Cal.App.4th 344, 357.
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- 48 See [DLSE Opinion Letter 1990.09.24](#)  (Sep. 24, 1990).
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- 49 Labor Code, § 246, subd. (g)(1) [“Except as specified in paragraph (2), an employer is not required to provide compensation to an employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment.”].
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- 50 See Guidance from Labor Commissioner’s Office, [Frequently Asked Questions About Vacation](#) .
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- 51 Labor Code, § 203, subd. (a) [“If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”].
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- 52 Labor Code, § 203.
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- 53 Labor Code, § 203; see also *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492 [“Under this scheme, unpaid wages continue to accrue on a *daily* basis for up to a 30-day period. Penalties accrue not only on the days that the employee might have worked, but also on nonworkdays.”].
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- 54 *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 493 [“[T]he critical computation required by section 203 is the calculation of a daily wage rate, which can then be multiplied by the number of days of nonpayment, up to 30 days.”].
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- 55 *Drumm v. Morningstar, Inc.* (N.D. Cal. 2010) 695 F.Supp.2d 1014, 1019 [approving jury instruction specifying this manner of calculation].
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- 56 Cal. Code Regs., tit. 8, § 13520 [“A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer

intentionally fails to pay wages to an employee when those wages are due.”].

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- 57 *Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement* (2011) 192 Cal.App.4th 75, 87–88; Cal. Code Regs., tit. 8, § 13520.
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- 58 *Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement* (2011) 192 Cal.App.4th 75, 88 [“This is not a case where the legal requirements of the statute were unclear or unsettled.”]; but see *Novoa v. Charter Communs., LLC* (E.D.Cal. 2015) 100 F. Supp. 3d 1013, 1029 [“this Court holds that a mistake of law—even when made in good faith—does not prevent Defendant’s conduct from knowingly and intentionally failing to comply with subdivision (a).”].
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- 59 See Cal. Code Regs., tit. 8, § 13520, subd. (a) [“Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a ‘good faith dispute.’”].
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- 60 Cal. Code Regs., tit. 8, § 13520 [“A ‘good faith dispute’ that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist. Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a ‘good faith dispute.’”].
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- 61 Labor Code, § 206, subd. (a).
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- 62 Labor Code, § 206; Cal. Code Regs., tit. 8, § 13520, subd. (a) [“A ‘good faith dispute’ that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist. Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a ‘good faith dispute.’”].
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- 63 Labor Code, § 203.1.
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- 64 *Post v. Palo/Haklar & Associates* (2000) 23 Cal.4th 942, 946 [“[I]f an employer fails to pay wages in the amount, time, or manner required by contract or statute, the employee may seek administrative relief by filing a wage claim with the commissioner or, in the alternative, may seek judicial relief by filing an ordinary civil action for breach of contract and/or for the wages prescribed by statute.”].
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- 65 Labor Code, § 203, subd. (b); *Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389.
-