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ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

08/29/2025 at 12:53:33 PM

By: Andrel Gospel,
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

Virgil Smith, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

v.

HealthPro Heritage LLC,

Defendants.

Case No. **25CV140084**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Virgil Smith (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant HealthPro Heritage LLC
5 (“HealthPro” or “Defendant”) on behalf of the State of California to collect penalties as a result of
6 Defendant’s systematic violations of California labor law with respect to Defendant’s non-exempt
7 hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant in California.¹

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
11 and Aggrieved Employees minimum wages; (2) failing to pay Plaintiff and Aggrieved Employees
12 overtime wages; (3) failing to authorize and permit Plaintiff and Aggrieved Employees to take
13 compliant meal and rest periods to which they are entitled by law, and failing to pay premium
14 compensation for non-compliant meal and rest periods; (4) failing to provide Plaintiff and Aggrieved
15 Employees true and accurate itemized wage statements; and (5) failing to pay Plaintiff and Aggrieved
16 Employees all wages owed upon separation from employment.

17 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
18 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
19 Private Attorneys General Act (“PAGA”) as well as injunctive relief.

20 **PARTIES**

21 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
22 employees of Defendant in the State of California. The Aggrieved Employees work as, among other
23 positions, as occupational therapist, and related patient care hourly non-exempt positions.

24 6. Plaintiff Virgil Smith is an individual over the age of eighteen and, at all times relevant
25 to this Complaint, was a resident of the State of California.

26 7. Plaintiff worked for Defendant in Stockton, California and Huntington Beach,
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former
employees. For ease of discussion, the allegations herein are made in the present tense.

1 California from 2021 to approximately August 13, 2024. He worked as an occupational therapist
2 during his employment with Defendant.

3 8. Plaintiff is informed, believes, and thereon alleges that Defendant is a corporation
4 formed in South Carolina and headquartered in Maryland. Defendant is registered to do business in
5 California, does business in California and employs and/or employed hourly, non-exempt employees,
6 including Plaintiff and the putative Class Members in California. Defendant may be served with
7 process by serving its registered agent, CSC Lawyers Incorporating Service, Registered Corporate
8 1505 Agent, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California, 95833.

9 9. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
10 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
11 believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages facilities
12 in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved
13 Employees, among other hourly employees, in this County and throughout California.

14 10. At all material times, Defendant has done business under the laws of California, had
15 places of business in the State of California, including in this County, and employed Aggrieved
16 Employees in this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. &
17 Prof. Code § 17201. Defendant is also an “employer” as that term is used in the California Labor Code
18 and the IWC Wage Orders.

19 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
20 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
21 Plaintiff and Aggrieved Employees.

22 **SUBJECT MATTER JURISDICTION AND VENUE**

23 12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
24 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
25 liability and the cause, or some part of the cause, arose in this County.

26 13. This Court has jurisdictions over Plaintiff’s claims for penalties pursuant to the PAGA.
27 The Court also has jurisdiction over Defendant because it is a corporation authorized to do business
28 in the State of California, and because Defendant does business and employs workers in the State of

1 California.

2 **FACTUAL ALLEGATIONS**

3 14. Upon information and belief, Defendant is nationally recognized healthcare solutions
4 partner that delivers therapy, wellness, & consulting services for the clients it contracts with. It has
5 10,000 employees who practice in senior living communities, skilled nursing facilities, continuing
6 care retirement communities, hospitals, PACE programs, home care, pediatric clinics and schools
7 across the nation.

8 15. Plaintiff worked for Defendant as an occupational therapist in Stockton, California and
9 Huntington Beach, California from 2021 to approximately August 13, 2024. Although Plaintiff's shifts
10 varied in length, he typically worked 6 to 8 hours per shift, around 4 shifts per week and he also worked
11 more than 40 hours per week for Defendant during certain workweeks.

12 16. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.

13 17. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
14 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

15 18. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
16 employed by Defendant in a similar manner throughout the State of California, including in this
17 County, and perform work materially similar to Plaintiff.

18 19. Aggrieved Employees perform their jobs under Defendant's supervision using materials
19 and technology approved and supplied by Defendant.

20 20. Aggrieved Employees are required to follow and abide by Defendant's common work,
21 time, and pay policies and procedures in the performance of their jobs.

22 21. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
23 are determined by common systems and methods that Defendant selects and controls.

24 22. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
25 practices have at all relevant times have been similar for Plaintiff and Aggrieved Employees,
26 regardless of location in California. Upon information and belief, Aggrieved Employees also worked
27 more than eight (8) hours per day and more than forty (40) hours in at least one workweek during the
28 one year before this Complaint was filed.

1 23. Defendant denies Plaintiff and Aggrieved Employees proper compensation for all hours
2 worked, including overtime wages. In particular, Plaintiff and Aggrieved Employees are required to
3 perform work off-the-clock and without compensation. This includes but is not limited to Defendant
4 requiring and/or expecting Plaintiff and Aggrieved Employees to continue patient documentation and
5 attend mandatory staff meetings during their unpaid meal and rest breaks. Additionally, Defendant sets
6 an unrealistic “productivity standard” that the Plaintiff and Aggrieved Employees were to follow. It
7 required them to spend approximately 80% of their work day on tasks that could be billed to private
8 insurance or Medicare/Medicaid. However, the time spent completing the various reports and
9 paperwork that Plaintiff and Aggrieved Employees had to complete could not be billed to private
10 insurance or Medicare/Medicaid. Therefore, any paperwork and reports must have been completed
11 during the approximately 20% allocated to “nonproductive” time, and if it exceeded this 20%
12 allocation, it was uncompensated. Given the amount of paperwork and reports Defendant required the
13 Plaintiff and Aggrieved Employees to complete, they were regularly forced to perform that work at
14 home and/or before clocking-in or after clocking-out and without pay. Defendant does not compensate
15 the Plaintiff and Aggrieved Employees for this time worked while off the clock.

16 24. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly
17 employees of Defendant are subject to the same or similar unlawful timekeeping and compensation
18 policies and practices.

19 25. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are not
20 paid for all hours worked, including overtime hours in violation of Cal. Lab. Code section 1194 and
21 Wage Order 5.

22 26. Defendant regularly fails to provide Plaintiff and Aggrieved Employees with timely
23 and compliant meal periods. Defendant’s policies, practices, and procedures prevent Plaintiff and
24 Aggrieved Employees from taking their required 30-minute meal period prior to their fifth hour of
25 work. Defendant requires Plaintiff and Aggrieved Employees to clock out for meal periods prior to
26 their fifth hour of work but continue working for the benefit of Defendant. When Plaintiff and
27 Aggrieved Employees attempt to take a meal break, such meal breaks are untimely and/or shortened.
28 As a result, Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-

1 minute meal periods by the end of the fifth hour of work, nor do they receive the proper premium
2 payments for non-compliant meal breaks.

3 27. Further, for each day Plaintiff and Aggrieved Employees work longer shifts of ten hours
4 or more, Defendant denies Plaintiff and Aggrieved Employees a duty-free, uninterrupted, and timely
5 second 30-minute meal break by the end of the tenth hour of work. Yet again, Plaintiff and Aggrieved
6 Employees do not receive full premium payments for these missed second meal breaks.

7 28. Defendant also fails to authorize or permit off duty, paid rest periods of at least ten (10)
8 minutes of rest time for every four (4) hours of work. As with the failure to provide meal periods,
9 Defendant's strict time windows and work expectations do not permit the Plaintiff and Aggrieved
10 Employees an opportunity to rest, while off-duty, for ten (10) minutes during each four (4) hour work
11 period or major fraction thereof.

12 29. Plaintiff is informed, believes, and thereon alleges that these meal and rest period
13 policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees
14 regardless of location and assignment in California.

15 30. Plaintiff is informed, believes, and thereon alleges that all Aggrieved Employees of
16 Defendant are subject to the same or similar unlawful compensation policies and practices.

17 31. As a result of the aforementioned violations, Plaintiff and Aggrieved Employees are
18 provided with untrue and inaccurate wage statements as such statements do not reflect the correct
19 amount of gross and net wages earned, including overtime compensation and premium pay for non-
20 compliant meal and rest periods, nor the correct total hours worked by Plaintiff and Aggrieved
21 Employees. Defendant's failure to record all hours worked also results in a failure to provide
22 Aggrieved Employees, including Plaintiff, accurate itemized wage statements as required by
23 California law. The wage statements Defendant provides are not accurate because they do not reflect
24 payment for all hours worked, including minimum wage and overtime compensation, nor do they
25 include premium pay for non-compliant meal and rest periods in violation of California law.

26 32. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
27 former workers of Defendant with full payment of all wages owed upon separation from employment.
28 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,

1 including overtime, and premium pay for non-compliant meal/rest periods, whether their termination
2 was voluntary or involuntary; yet Defendant has failed to provide Plaintiff and Aggrieved Employees
3 with such payments within the required time period. As a result, and pursuant to the California Labor
4 Code, Defendant is subject to waiting time penalties.

5 33. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
6 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's
7 operations in the State of California.

8 **FIRST CAUSE OF ACTION**

9 **Penalties and Injunctive Relief Pursuant to Cal. Lab. Code § 2699(a), 2699(e) and (k)(1)**

10 **(On Behalf of the State of California and Aggrieved Employees)**

11 34. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
12 herein.

13 35. Cal. Lab. Code § 2699(a) provides:

14 Notwithstanding any other provision of law, any provision of this code that provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce
16 Development Agency or any of its departments, divisions, commissions, boards,
17 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
18 through a civil action brought by an aggrieved employee on behalf of the employee and
19 other current or former employees against whom a violation of the same provision was
20 committed . . .

21 36. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
22 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
23 he or she quits, at the latest.

24 37. Cal. Lab. Code § 203 provides, in relevant part:

25 If an employer willfully fails to pay, without abatement or reduction, in accordance
26 with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an
27 employee who is discharged or who quits, the wages of the employees shall continue
28 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. . .

38. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty
in an amount not exceeding 30 days pay as waiting time under the terms of Section 203."

39. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by

1 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
2 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
3 203 and 256.

4 40. Cal. Lab. Code § 226(a) provides:

5 An employer, semimonthly or at the time of each payment of wages, shall furnish to
6 their employee, either as a detachable part of the check, draft, or voucher paying the
7 employee's wages, or separately if wages are paid by personal check or cash, an
8 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
9 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
10 rate units earned and any applicable piece-rate if the employee is paid on a piece-rate
11 basis, (4) all deductions, provided that all deductions made on written orders of the
12 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
13 inclusive dates of the period for which the employee is paid, (7) the name of the
14 employee and only the last four digits of their social security number or an employee
15 identification number other than a social security number, (8) the name and address of
16 the legal entity that is the employer, . . . and (9) all applicable hourly rates in effect
17 during the pay period and the corresponding number of hours worked at each hourly
18 rate by the employee. . . .

13 41. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

14 An employee suffering injury as a result of a knowing and intentional failure by an
15 employer to comply with subdivision (a) is entitled to recover the greater of all actual
16 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
17 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
18 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
19 an award of costs and reasonable attorney's fees.

18 42. Cal. Lab. Code § 226.3 provides:

19 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
20 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
21 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
22 in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the records required in subdivision (a) of Section
24 226. The civil penalties provided for in this section are in addition to any other penalty
25 provided by law. . .

24 43. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
25 by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized
26 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
27 Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
28 226(e)(1).

1 44. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 24, 2024, Plaintiff provided
2 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this
3 claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
4 sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
5 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
6 2699.3(a).

7 45. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
8 Employees, and himself as set forth in Cal. Lab. Code § 2699.

9 46. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
10 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
11 and costs as set forth below.

12 47. Pursuant to California Labor Code § 2699(e) and (k)(1), Plaintiff, on behalf of the State
13 of California and other Aggrieved Employees, also seeks injunctive relief enjoining Defendants as
14 follows:

15 a. Compensate Plaintiff and Aggrieved Employees for all daily and
16 weekly overtime work at the applicable premium rate;

17 b. Compensate Plaintiff and Aggrieved Employees for all time spent on
18 work tasks at no less than their regular hourly rate

19 c. Timely compensate Plaintiff and Aggrieved Employees all earned
20 wages twice during each calendar month, on days designated in advance by
21 Defendants as regular paydays;

22 d. Cease providing inaccurate wage statements and to provide Plaintiff and
23 Aggrieved Employees with accurate, itemized wage statements in accordance with
24 Labor Code § 226, including wage statements that accurately state the gross wages
25 earned, total hours worked, all deductions, net wages earned, and “all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee;” and,

28 e. Pay all earned and unpaid wages due to Aggrieved Employees

1 immediately upon discharge if the discharge is involuntary and within 72 hours of
2 discharge if it is voluntary, in accordance with Labor Code § 201-202.

3 f.

4 48. Wherefore, Plaintiff requests relief as hereinafter provided.

5 **SECOND CAUSE OF ACTION**

6 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

7 **(On Behalf of the State of California and Aggrieved Employees)**

8 49. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
9 herein.

10 50. Cal. Lab. Code § 2699(f) provides in pertinent part:

11 (f) For all provisions of this code except those for which a civil penalty is specifically
12 provided, there is established a civil penalty for a violation of these provisions, as
13 follows:

14 . . .

15 (2) If, at the time of the alleged violation, the person employs one or more employees,
16 the civil penalty is as follows:

17 (A) One hundred dollars (\$100) for each aggrieved employee per pay period . . .

18 (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per
19 pay period if either of the following are met:

20 (i) Within the five years preceding the alleged violation, the agency or any court issued
21 a finding or determination to the employer that its policy or practice giving rise to the
22 violation was unlawful.

23 (ii) The court determines that the employer's conduct giving rise to the violation was
24 malicious, fraudulent, or oppressive.

25 51. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
26 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
27 commission basis or method of calculation."

28 52. Cal. Lab. Code § 204(a) provides that "[a]ll wages ... earned by any person in any
employment are due and payable twice during each calendar month...."

53. Cal. Lab. Code § 221 provides that "[i]t shall be unlawful for any employee to collect
or receive from an employee any part of wages therefore paid by said employer to said employee."

54. Cal. Lab. Code § 225.5 provides in relevant part:

1 In addition to, and entirely independent and apart from, any other penalty provided in
2 this article, every person who unlawfully withholds wages due any employee in
3 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as
4 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
each employee. (b) For each subsequent violation, or any willful or intentional
violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
percent of the amount unlawfully withheld.

5 55. IWC Wage Order 5-2001(2)(L) defines hours worked as “the time during which an
6 employee is subject to the control of an employer and includes all the time the employee is suffered
7 or permitted to work, whether or not required to do so.”

8 56. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
9 conditions that violate the Wage Orders.

10 57. Cal. Lab. Code § 510 provides, in relevant part:

11 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
12 workday and any work in excess of 40 hours in any one workweek and the first eight
13 hours worked on the seventh day of work in any one workweek shall be compensated
14 at the rate of no less than one and one-half times the regular rate of pay for an employee.
15 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
16 than twice the regular rate of pay for an employee. In addition, any work in excess of
eight hours on any seventh day of a workweek shall be compensated at the rate of no
less than twice the regular rate of pay of an employee. Nothing in this section requires
an employer to combine more than one rate of overtime compensation in order to
calculate the amount to be paid to an employee for any hour of overtime work.

17 58. Cal. Lab. Code § 1197 provides:

18 The minimum wage for employees fixed by the commission or by any applicable state
19 or local law, is the minimum wage to be paid to employees, and the payment of a lower
20 wage than the minimum so fixed is unlawful. This section does not change the
applicability of local minimum wage laws to any entity.

21 59. Cal. Lab. Code § 1194 provides, in relevant part:

22 (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving
23 less than the legal minimum wage or the legal overtime compensation applicable to the
employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorney’s fees, and costs of suit.

24 60. Cal. Lab. Code § 2802(a) provides as follows:

25 An employer shall indemnify his or her employee for all necessary expenditures or
26 losses incurred by the employee in direct consequence of the discharge of his or her
27 duties, or of his or her obedience to the directions of the employer, even though
28 unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

1 61. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 require Defendant to
2 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
3 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 prohibit employers from employing
4 an employee for more than five hours without a meal period of not less than thirty minutes, and from
5 employing an employee more than ten hours per day without providing the employee with a second
6 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
7 thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the
8 meal period is counted as time worked under the applicable wage orders.

9 62. Defendant’s policies and practices result in payment of wage and overtime violations,
10 and meal and rest periods violations.

11 63. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
12 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
13 in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by Cal.
14 Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
15 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
16 Lab. Code §§ 204, 221, 225.5, 226.7, 510, 512, 1194, 1197, 1198, 2802(a), IWC Wage Order 5-2001,
17 and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

18 64. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 24, 2025, Plaintiff provided
19 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this
20 claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
21 sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
22 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
23 2699.3(a).

24 65. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
25 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

26 66. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
27 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
28 and costs as set forth below.

67. Wherefore, Plaintiff requests relief as hereinafter provided.

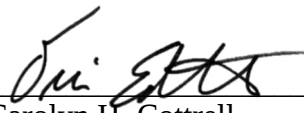
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- a) For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab. Code as alleged herein;
- b) For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
- c) That the Court award the injunctive relief described above;
- d) That the Court enjoin Defendant from future violations of the California Labor Code and order an audit and accounting of payroll records to determine the amount of restitution of all unpaid wages owed to Plaintiff and other Aggrieved Employees;
- e) For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- f) For all costs of suit; and
- g) For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: August 29, 2025



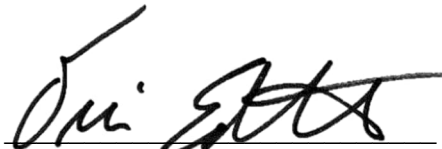
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Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully Submitted,

Date: August 29, 2025



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*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*