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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Abrianna Rodriguez, DEPUTY

Attorneys for Plaintiff JAZMINE G AYALA,
on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAZMINE G AYALA, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

WALGREEN CO.; WALGREEN
PHARMACY SERVICES MIDWEST, LLC;
and DOES 1 to 100, inclusive,
Defendants.

Case No.: CIVSB2435572

PAGA ACTION

**PLAINTIFF JAZMINE G AYALA'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff JAZMINE G AYALA ("Plaintiff"), who alleges and complains on
information and belief except as to those allegations relating to plaintiff himself/herself, which are
asserted on personal knowledge, against Defendants WALGREEN CO.; WALGREEN
PHARMACY SERVICES MIDWEST, LLC; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
2 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, herself and
3 other current and former aggrieved employees of Defendants who worked as hourly non-exempt
4 employees in California during the relevant time period seeking civil penalties associated with
5 Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours
6 worked at the employees’ minimum wage rate or overtime rate, failure to provide all legally required
7 and legally compliant meal and rest periods, indemnification for all necessary expenditures or losses
8 incurred by employees in direct consequence of discharging their duties, failure to timely pay earned
9 wages during employment, failure to provide complete and accurate wage statements, failure to
10 timely pay all unpaid wages following separation of employment. Plaintiff seeks on a representative
11 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
12 attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
13 the State of California, and others aggrieved.

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
19 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to San Bernardino County, at 15480 Main Street, Hesperia, CA
23 92345.

24 **III. PARTIES**

25 3. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of herself and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
28 filed include current, former and/or future employees of Defendants who work, worked, or will work

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
4 Defendants in an hourly position at Defendants' location in San Bernardino County from
5 approximately June 2023 until on or about March 9, 2024.

6 4. Defendant WALGREEN CO. is authorized to do business within the State of
7 California and is doing business in the State of California and/or that Defendants DOES 1-33 are,
8 and at all times relevant hereto were persons acting on behalf of Defendant WALGREEN CO. in
9 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
10 policies. Defendant WALGREEN CO. operates in San Bernardino County and employed Plaintiff
11 and aggrieved employees in San Bernardino County, including but not limited to, at 15480 Main
12 Street, Hesperia, CA 92345.

13 5. Defendant WALGREEN PHARMACY SERVICES MIDWEST, LLC is authorized
14 to do business within the State of California and is doing business in the State of California and/or
15 that Defendants DOES 34-66 are, and at all times relevant hereto were persons acting on behalf of
16 Defendant WALGREEN PHARMACY SERVICES MIDWEST, LLC in the establishment of, or
17 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
18 WALGREEN PHARMACY SERVICES MIDWEST, LLC operates in San Bernardino County and
19 employed Plaintiff and aggrieved employees in San Bernardino County, including but not limited
20 to, at 15480 Main Street, Hesperia, CA 92345.

21 6. Defendants DOES 1-66 are corporations or other business entities or organizations
22 of a nature unknown to Plaintiff that employed Plaintiff and aggrieved California non-exempt
23 employees, permitted Plaintiff and aggrieved employees to work, and exercised control over the
24 wages, hours and working conditions of employment of Plaintiff and aggrieved employees.

25 7. Defendants DOES 67 through 100 are individuals unknown to Plaintiff. Each
26 Defendant is sued individually and in their capacity as an agent, shareholder, owner, representative,
27 manager, supervisor, independent contractor and/or employee of each defendant who violated or
28

1 caused to be violated the minimum wage and overtime provisions of the Labor Code and/or any
2 provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

3 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
4 sues said defendants by said fictitious names and will amend this complaint when the true names
5 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
6 permitted by law or by the Court. Each fictitiously named defendant is in some manner responsible
7 for the events and allegations set forth in this complaint.

8 9. Plaintiff makes the allegations in this complaint without any admission that, as to
9 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
10 reserves all of Plaintiff's right to plead in the alternative.

11 **FIRST CAUSE OF ACTION**

12 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
13 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

14 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**
15 **Other Current and Former Aggrieved Employees)**

16 10. Plaintiff incorporates by reference and re-alleges each and every allegation contained
17 in this pleading as though fully set forth herein.

18 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
19 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
20 2802, and the applicable Wage Orders.

21 12. Specifically, Defendants have committed the following violations of California
22 Labor Code:

23 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
24 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
25 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
26 which includes all time that an employee is under control of the employer and all time the employee
27 is suffered and permitted to work. This includes the time an employee spends, either directly or
28 indirectly, performing services which inure to the benefit of the employer.

1 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
2 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
3 Wage Orders.

4 15. In this case, Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees worked more minutes per shift than Defendants credited them with having
6 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
7 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
8 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
9 to,

10 (a) Requiring Employee and other current and former aggrieved California-based hourly
11 non-exempt employees to clock out for their meal breaks and continue to work through their off-
12 the-clock meal breaks.

13 (b) Requiring Employee and other current and former aggrieved California-based hourly
14 non-exempt employees to perform closing procedures while off-the-clock without being paid for
15 that time.

16 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
17 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
18 control without paying wages for that time. This resulted in Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees working time for which they were not
20 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
21 Wage Order.

22 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
23 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
24 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
25 which includes all time that an employee is under control of the employer and all time the employee
26 is suffered and permitted to work. This includes the time an employee spends, either directly or
27 indirectly, performing services that inure to the benefit of the employer.
28

1 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
2 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
3 hours in a workweek, and on any seventh consecutive day of work in a workweek:

4 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
5 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
6 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
7 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
8 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
9 for an employee. In addition, any work in excess of eight (8) 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. Labor Code § 510.

10 19. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
12 to Defendants' policies, practices, and/or procedures including, but not limited to:

13 (a) Requiring Employee and other current and former aggrieved California-based hourly
14 non-exempt employees to clock out for their meal breaks and continue to work through their off-
15 the-clock meal breaks.

16 (b) Requiring Employee and other current and former aggrieved California-based hourly
17 non-exempt employees to perform closing procedures while off-the-clock without being paid for
18 that time.

19 20. The foregoing policies, practices, and/or procedures resulted in time during each
20 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
21 employees were under the control of Defendants but were not compensated. To the extent that the
22 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
24 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
25 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
26 sections 510, 1194 and 1198, and the applicable Wage Order.

27 21. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other

1 current and former aggrieved California-based hourly non-exempt employees regularly worked
2 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

3 22. California law requires an employer to authorize or permit an employee an
4 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
5 all duties and the employer relinquishes control over the employee's activities prior to the
6 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 4 at § 11; *Brinker*
7 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
8 employee for a work period of more than ten (10) hours per day without providing the employee
9 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
10 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
11 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
12 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
13 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

14 23. If an employer fails to provide an employee a meal period in accordance with the
15 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
16 for each workday that a legally required and compliant meal period was not provided. Labor Code
17 §§ 226.7 and 1198; Wage Order 4 at § 11.

18 24. In this case, Defendants failed to authorize or permit legally required and compliant
19 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
20 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
21 limited to:

22 (a) Failing to provide Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
24 least 30 minutes for every five hours worked.

25 25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
26 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
28 Plaintiff and/or other current and former aggrieved California-based hourly non-exempt employees

1 did not receive legally required and compliant meal periods, in violation of Labor Code section
2 226.7.

3 26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
4 and/or other current and former aggrieved California-based hourly non-exempt employees not
5 receiving wages to compensate them for workdays during which Defendants did not provide them
6 with meal periods in compliance with California law.

7 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
8 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
9 current and former aggrieved California-based hourly non-exempt employees regularly worked
10 shifts of more than three-and-a-half (3.5) hours.

11 28. California law requires every employer to authorize and permit an employee a rest
12 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
13 § 226.7; Wage Order 4 at § 12. Under California law, "[e]mployees are entitled to 10 minutes' rest
14 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
15 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
16 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
17 Order 4 at § 12. Rest periods, insofar as practicable, shall be in the middle of each work period.
18 Wage Order 4 at § 12. Additionally, the rest period requirement "obligates employers to permit –
19 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,
20 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
21 duties and relinquish control over how employees spend their time. *Id.*

22 29. If the employer fails to authorize or permit a required rest period, the employer must
23 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
24 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
25 4 at § 12.

26 30. In this case, Defendants failed to authorize or permit all legally required and
27 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
28

1 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
2 limited to:

3 (a) Failing to provide Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
5 (4) hours worked or major fraction thereof.

6 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
7 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
8 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
9 they did not receive legally required and compliant rest periods, in violation of Labor Code section
10 226.7.

11 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
12 other current and former aggrieved California-based hourly non-exempt employees not receiving
13 wages to compensate them for workdays in which Defendants did not provide them with rest periods
14 in compliance with California law.

15 33. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
16 **Employment:** California law requires that every employer must indemnify its employees for all
17 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
18 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
19 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

20 34. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and
21 other current and former aggrieved California-based non-exempt hourly employees' necessary
22 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
23 policy, practice, and procedure included, but were not limited to, requiring Plaintiff and other current
24 and former aggrieved California-based hourly non-exempt employees to use or purchase their own
25 tools and/or resources in order to work for Defendants, including but not limited to their phone
26 (including both telephone use and cellular data use) for work-related purposes - without always
27 reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt
28 employees for such use.

1 35. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
2 aggrieved employees would not receive indemnification for their employment related expenses.
3 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
4 compliance with California law.

5 36. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
6 employment related expenses, including but not limited to costs related to use of their personal cell
7 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

8 37. **Failure to timely pay earned wages during employment:** In California, wages
9 must be paid at least twice during each calendar month on days designated in advance by the
10 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
11 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
12 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
13 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
14 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
15 calendar days following the close of the payroll period in which wages were earned. Labor Code §
16 204(d).

17 38. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
18 timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
19 employees their earned wages (including minimum wages, overtime wages, meal period premium
20 wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
21 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and
22 other current and former aggrieved California-based hourly non-exempt employees their earned
23 wages within the applicable time frames outlined in Labor Code section 204.

24 39. **Secret payment of lower wages than designated by statute:** Labor Code section
25 223 provides that, where any statute or contract requires an employer to maintain the designated
26 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
27 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
28 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful

1 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
2 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
3 Code section 1198, Defendants secretly paid a lower wage than designated by statute while
4 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

5 **40. Failure to provide complete and accurate wage statements:** Labor Code section
6 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
7 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
8 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
9 employee whose compensation is solely based on a salary and who is exempt from payment of
10 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
11 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
12 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
13 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
14 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
15 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee."

18 **41.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees all wages
20 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
21 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
22 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
23 226(a)(1, 2, 5 & 9).

24 **42. Failure to pay employees all wages due at time of termination/resignation:** An
25 employer is required to pay all unpaid wages timely after an employee's employment ends. The
26 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
27 hours of resignation (Labor Code section 202).
28

1 43. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
2 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
3 of their earned wages (including minimum wages, overtime wages, meal period premium wages,
4 and/or rest period premium wages), Defendants failed to pay those employees timely after each
5 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

6 44. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved
7 employee, on behalf of himself or herself and other current or former employees, to bring a civil
8 action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor
9 Code section 2699.3.

10 45. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
11 section 2699.3. On September 20, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
12 provided notice to Defendants by certified mail which provided notice of the specific provisions of
13 the Labor Code alleged to have been violated, including the facts and theories to support the
14 violations alleged.

15 46. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
16 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
17 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
18 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
19 to investigate Plaintiff's claims.

20 47. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
22 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
23 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
24 amounts:

25 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 2802;
26 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
27 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
28 violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226(a), alternatively, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and one thousand dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each employee for each pay period for the initial violation, and one hundred dollars (\$100) for each subsequent violation, for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

48. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

1 2. For any and all legally applicable penalties during the relevant statute of limitations
2 subject to any permissible tolling, including but not limited to those recoverable under the California
3 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);
4

5 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
6 under California Labor Code section 2699(g); and
7

8 4. For such and other further relief, in law and/or equity, as the Court deems just or
9 appropriate.
10

11 Dated: November 26, 2024

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP



By:

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Jeffrey M. Schwartz, Esq.

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Attorneys for Plaintiff JAZMINE G AYALA,
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