

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Scheper

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DANIELS individually, and on behalf of
others similarly aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MYKEISHA DANIELS, individually, and on
behalf of others similarly aggrieved,

Plaintiff,

vs.

HAWTHORNE HEALTHCARE &
WELLNESS CENTRE, LP, a California limited
partnership; VERNON HEALTHCARE
CENTER, LLC, a California limited partnership;
BRIUS MANAGEMENT CO., a California
corporation; BRIUS, LLC, a California limited
partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **20STCV39895**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEY'S GENERAL ACT OF 2004**

DEMAND FOR JURY TRIAL

1 PLAINTIFF MYKEISHA DANIELS (“PLAINTIFF”) an individual, demanding a jury
2 trial, on behalf of herself and other persons similarly aggrieved, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly
5 aggrieved employees of Defendants HAWTHORNE HEALTHCARE & WELLNESS CENTRE,
6 LP (“HAWTHORNE HEALTHCARE”); VERNON HEALTHCARE CENTER, LLC (“VERNON
7 HEALTHCARE”); BRIUS MANAGEMENT CO. (“BRIUS MANAGEMENT”); BRIUS, LLC
8 (“BRIUS LLC”); and DOES 1 through 50 inclusive, (collectively “DEFENDANTS”) to recover
9 penalties arising from unpaid wages earned and due, including but not limited to unpaid and
10 illegally calculated overtime and minimum wages compensation, illegal meal and rest period
11 policies, failure to maintain required records, failure to provide accurate itemized wage
12 statements, failure to timely pay wages during employment, failure to indemnify employees for
13 necessary expenditures and/or losses incurred in discharging their duties.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
17 business in California and do regularly conduct business in California, including in the County of
18 Los Angeles. Further, no federal question is at issue because the claims are based solely on
19 California law.

20 3. Venue is proper in this judicial district and the County of Los Angeles, California
21 because PLAINTIFF, and other persons similarly aggrieved, performed work for
22 DEFENDANTS in the County of Los Angeles, DEFENDANTS maintain offices and facilities
23 and transact business in the County of Los Angeles, and because DEFENDANTS’ illegal payroll
24 policies and practices which are the subject of this action were applied, at least in part, to
25 PLAINTIFF, and other persons similarly aggrieved, in the County of Los Angeles.

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PARTIES

4. PLAINTIFF is a citizen and resident of the State of California. At times material to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-exempt employee.

5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT HAWTHORNE HEALTHCARE is, and at all times relevant hereto was, a limited partnership company organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT HAWTHORNE HEALTHCARE is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT HAWTHORNE HEALTHCARE maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT VERNON HEALTHCARE is, and at all times relevant hereto was, a limited partnership company organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT VERNON HEALTHCARE is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT VERNON HEALTHCARE maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT BRIUS MANAGEMENT CO. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT BRIUS MANAGEMENT CO. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT BRIUS MANAGEMENT CO. maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

1 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
2 BRIUS, LLC is, and at all times relevant hereto was, a limited liability company organized and
3 existing under the laws of the State of California. PLAINTIFF is further informed and believes,
4 and thereon alleges, that DEFENDANT BRIUS, LLC is authorized to conduct business in the
5 State of California, and does conduct business in the State of California. Specifically,
6 DEFENDANT BRIUS, LLC maintains offices and facilities and conducts business in, and
7 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

8 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
9 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
10 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
11 DOE is in some manner highly responsible for the occurrences alleged herein, and that
12 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
13 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
14 court to amend this complaint to allege the true names and capacities of such DOE defendants
15 when ascertained.

16 10. At all relevant times herein, DEFENDANTS were the joint employers of
17 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
18 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
19 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
20 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
21 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
22 defendant, and each was the alter ego of the other.

23 11. At all relevant times herein, PLAINTIFF and other aggrieved employees were
24 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
25 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
26 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
27 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
28 schemes which include, but are not limited to, failing to pay overtime premiums; failing to

1 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
2 itemized statements for each pay period; failing to timely pay wages during employment; failing
3 to properly compensate PLAINTIFF and other aggrieved employees for necessary expenditures;
4 and requiring, permitting or suffering the employees to work off the clock, in violation of the
5 California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission
6 ("IWC") Wage Order.

7 12. PLAINTIFF is informed and believe, and thereon alleges, that each and every one
8 of the acts and omissions alleged herein were performed by, and/or attributable to, all
9 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
10 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
11 and scope of said agency, employment and/or direction and control.

12 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

13 10. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
14 Labor Code §§ 2698-2699.5, PLAINTIFF bring this action on behalf of themselves and all
15 current and former non-exempt aggrieved employees of DEFENDANTS in the State of California
16 ("aggrieved employees") at any time within the period beginning one (1) year and sixty five (65)
17 days prior to providing notice to the California Labor and Workforce Development Agency
18 ("LWDA") of this action, and ending at the time this action settles or proceeds to final judgment
19 ("PENALTY PERIOD").

20 11. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
21 on June 8, 2020 to the LWDA and by certified mail to DEFENDANTS of the specific provisions
22 of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and
23 theories to support the alleged violations. PLAINTIFF has not received any response from the
24 LWDA. As PLAINTIFF has waited more than sixty-five (65) days from the August 3, 2020
25 postmark date of PLAINTIFF's written notice before filing this action, PLAINTIFF has complied
26 with all of the requirements set forth in Labor Code § 2699.3 to commence a representative action
27 under PAGA.

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FACTUAL ALLEGATIONS

12. In or around July 2015 PLAINTIFF was hired as an hourly, non-exempt certified nurse assistant for HAWTHORNE HEALTHCARE until July 2016.

13. In or around August 2016, PLAINTIFF was hired as an hourly, non-exempt certified nurse assistant for BRIUS MANAGEMENT and BRIUS LLC at their Las Flores Convalescent Hospital facility until December 2017.

14. In or around December 2017, PLAINTIFF was hired as an hourly, and is a current non-exempt licensed vocational nurse for VERNON HEALTHCARE.

15. Throughout PLAINTIFF's employment, PLAINTIFF and other similarly situated aggrieved employees were denied off-duty, uninterrupted meal and rest breaks. PLAINTIFF and other similarly situated aggrieved employees were given short meal breaks, provided meal breaks late (after the fifth hour of work for the first meal period and/or after the tenth hour of work for the second meal period), had their meal breaks interrupted, and/or were denied their meal breaks entirely.

16. Similarly, DEFENDANTS consistently failed to authorize and permit PLAINTIFF and other similarly situated aggrieved employees off-duty rest breaks, including failing to authorize and permit PLAINTIFF and other similarly situated aggrieved employees to take rest breaks in the middle of each work period insofar as practicable.

17. DEFENDANTS did not compensate PLAINTIFF and other similarly situated aggrieved employees for their missed meal and rest breaks.

18. Further, PLAINTIFF and other similarly situated aggrieved employees often worked either more than 8 hours per day and/or more than 40 hours per week, but DEFENDANTS did not compensate them for their overtime work.

19. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS' frequently provided non-compliant, inaccurate wage statements and failed to properly maintain records for PLAINTIFF and other similarly situated aggrieved employees as a result of these unlawful practices. Moreover, DEFENDANTS did not timely pay PLAINTIFF and other similarly situated aggrieved employees for all hours worked when it failed to pay for the missed

1 meal and rest break periods, overtime wages, and/or for forcing PLAINTIFF and other similarly
2 situated aggrieved employees to work off-the-clock without pay.

3 20. Additionally, PLAINTIFF and other similarly situated aggrieved employees were
4 forced to pay out of pocket for business expenses such as cell phones, and other employment-
5 related expenses. DEFENDANTS did not indemnify PLAINTIFF and other similarly situated
6 aggrieved employees for these expenses.

7 **Failure to Provide Required Meal Periods**

8 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

9 21. During the PENALTY PERIOD, as part of DEFENDANTS' illegal policies and
10 practices to deprive their current and former non-exempt employees all wages earned and due, all
11 wages earned and due, DEFENDANTS required, suffered or permitted PLAINTIFF and other
12 aggrieved employees to take less than the 30-minute meal period, or to work through them, and
13 have failed to otherwise provide the required meal periods to PLAINTIFF and other aggrieved
14 employees pursuant to Labor Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

15 22. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
16 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
17 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
18 one additional hour of compensation at each employee's regular rate of pay for each workday that
19 a meal period was not provided.

20 **Failure to Provide Required Rest Periods**

21 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

22 23. At all times relevant herein, as part of DEFENDANTS' illegal policies and
23 practices to deprive their current and former non-exempt employees all wages earned and due,
24 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
25 required under Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

26 24. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
27 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
28 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of

1 compensation at each employee's regular rate of pay for each workday that a rest period was not
2 provided.

3 **Failure to Pay Minimum Wages**

4 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

5 25. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
6 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
7 worked in a payroll period is unlawful.

8 26. During the PENALTY PERIOD and in violation of California Labor Code §§ 1194
9 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
10 other aggrieved employees the applicable minimum wages for all hours worked in a payroll
11 period by, among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved
12 employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other
13 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
14 which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
15 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
16 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods
17 to be discovered.

18 **Failure to Pay Overtime Wages**

19 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

20 27. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
21 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
22 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
23 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
24 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
25 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
26 on the seventh consecutive day of work in any workweek.

27 28. PLAINTIFF and other aggrieved employees are current and former non-exempt
28 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and

1 IWC Wage Order No. 5-2001. During the PENALTY PERIOD, DEFENDANTS failed to
2 compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
3 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other
4 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
5 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring,
6 suffering or permitting PLAINTIFF and other aggrieved employees to work off the clock;
7 requiring, permitting or suffering PLAINTIFF and other aggrieved employees to work through
8 meal breaks; illegally and inaccurately recording time in which PLAINTIFF and other aggrieved
9 employees worked; failing to properly maintain PLAINTIFF's and other aggrieved employees'
10 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
11 and other methods to be discovered.

12 29. DEFENDANTS have knowingly and willfully refused to perform their obligations
13 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
14 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-2001, § 3.

15 **Failure to Timely Pay Wages During Employment**

16 **[Cal. Labor Code § 204]**

17 30. Pursuant to California Labor Code § 204, for all labor performed between the 1st
18 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
19 employees between the 16th and 26th day of the month during which the labor was performed.
20 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
21 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
22 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
23 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
24 no later than the payday of the next regular payroll period.

25 31. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
26 to timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by
27 the next regular payroll period as required by California Labor Code § 204.

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1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Cal. Labor Code §§ 201, 202, 203]**

3 32. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
4 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
5 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

7 33. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
8 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to
10 quit, in which case the employee is entitled to his or wages at the time of quitting.

11 34. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
12 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
13 employer is liable for waiting time penalties in the form of continued compensation to the
14 employee at the same rate for up to 30 workdays.

15 35. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
16 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
17 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

18 **Failure to Furnish Accurate Itemized Wage Statements**

19 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

20 36. During the PENALTY PERIOD, DEFENDANTS routinely failed and continue to
21 fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
22 wage statements in writing showing each employee's gross wages earned, total hours worked, the
23 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
24 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
25 employee is paid, the name of the employee and only the last four digits of his or her social
26 security number or employee identification number, the name and address of the legal entity or
27 entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in
28 effect during each pay period and the corresponding number of hours worked at each hourly rate,

1 in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001 § 7.

2 37. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
3 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
4 wage statements in accordance with Labor Code § 226(a).

5 38. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
6 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
7 wage statements as PLAINTIFF and other aggrieved employees could not promptly and easily
8 determine from the wage statement alone one or more of the following: the gross wages earned,
9 the total hours worked, all deductions made, the net wages earned, the name and address of the
10 legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all
11 applicable hourly rates in effect during each pay period and the corresponding number of hours
12 worked at each hourly rate.

13 **Failure to Maintain Required Records**

14 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

15 39. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
16 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
17 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
18 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but
19 not limited to the following records: total daily hours worked by each employee; applicable rates
20 of pay; all deductions; meal periods; time records showing when each employee begins and ends
21 each work period; and accurate itemized statements.

22 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge**
23 **of Duties**

24 **[Cal. Labor Code § 2802]**

25 40. Labor Code § 2802(a) requires an employer to indemnify an employee for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
27 of her his or her duties, or of his or her obedience to the directions of the employer.

28 41. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF

1 and other aggrieved employees for all business expenses and/or losses incurred in direct
2 consequence of the discharge of their duties while working under the direction of
3 DEFENDANTS, including but not limited to expenses for personal cell phone usage and other
4 employment-related expenses, in violation of Labor Code § 2802.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

7 **[Cal. Labor Code § 2698, *et seq.*]**

8 **(Against All DEFENDANTS)**

9 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 factual allegations in the foregoing paragraphs.

11 43. PLAINTIFF is an “aggrieved employees” within the meaning of Labor Code
12 §2699(c), and a proper representative to bring a civil action on behalf of themselves and other
13 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
14 specified in Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS as a
15 certified nurse assistant with DEFENDANTS, and one or more of the alleged Labor Code
16 violations was committed against PLAINTIFF during the PENALTY PERIOD.

17 44. PLAINTIFF seeks to recover civil penalties through a representative action
18 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969
19 (2009). Thus, class certification is not required.

20 45. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
21 penalties from DEFENDANTS in a representative action for the violations set forth above,
22 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
23 512, 1174(d), 1194, 1197, 1198, and 2802.

24 46. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
25 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
26 provided, including but not limited to the following:

- 27 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
28 DEFENDANTS are subject to a civil penalty in the amount of one hundred

1 dollars (\$100) for the initial violation for each failure to pay each employee
2 and two hundred dollars (\$200) per employee for violations in subsequent pay
3 periods.

4 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
5 DEFENDANTS are subject to a civil penalty in the amount of two hundred
6 and fifty dollars (\$250) per aggrieved employee for the initial pay period
7 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
8 employee for violations in subsequent pay periods.

9 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting on
10 behalf of an employer who violates, or causes to be violated, a section of this
11 chapter or any provision regulating hours and days of work in any order of the
12 Industrial Welfare Commission,” including Labor Code §§ 510 and 512, shall
13 be subject to a civil penalty, in addition to any other penalty provided by law,
14 of fifty dollars (\$50) for initial violations for each underpaid employee for
15 each pay period for which the employee was underpaid and one hundred
16 dollars (\$100) for each subsequent violation for each underpaid employee for
17 each pay period for which the employee was underpaid.

18 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
19 DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

20 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid
21 to any employee a wage less than the minimum fixed by an order of the
22 commission, shall be subject to a civil penalty as follows: for any initial
23 violation that is intentionally committed, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee is underpaid;
25 and for each subsequent violation of the same offense, two hundred fifty
26 dollars (\$250) for each underpaid employee for each pay period for which the
27 employee is underpaid regardless of whether the initial violation was
28 intentionally committed.

47. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

48. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees, prays for relief against DEFENDANTS as follows:

1. For civil penalties according to proof, including but not limited to the amount of any unpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or any other applicable provisions providing for attorney's fees and costs; and

4. For such further relief that the Court may deem just and proper.

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1 DATED: October 16, 2020

2 Respectfully submitted,

3 **MATERN LAW GROUP, PC**

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5 By: 

6 Matthew J. Matern
7 Mikael H. Stahle
8 Neil M. Larsen
9 Attorneys for Plaintiff
10 MYKEISHA DANIELS, individually, and
11 on behalf of other persons similarly
12 aggrieved
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

3
4 DATED: October 16, 2020

Respectfully submitted,

5 **MATERN LAW GROUP, PC**

6 By:

7 

8 Matthew J. Matern
9 Mikael H. Stahle
10 Neil M. Larsen
11 Attorneys for Plaintiff
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