

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stuart Rice

1 Michael Crosner (SBN 41294)
mike@crosnerlegal.com
2 Blake Jones (SBN 211221)
blake@crosnerlegal.com
3 Zachary Crosner (SBN 272295)
zach@crosnerlegal.com
4 Nikki Trenner (SBN 316007)
nikki@crosnerlegal.com
5 **CROSNER LEGAL, P.C.**
9440 Santa Monica Blvd., Ste. 301,
6 Beverly Hills, CA 90210
Tel. (310) 496-5818
7 Fac. (818) 700-9973

8 Attorneys for Plaintiff JADE FINDLEY,
on behalf of the State of California and
9 all others similarly aggrieved.

10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**
13

14 JADE FINDLEY, on behalf of the State of
California and all others similarly aggrieved,

15 Plaintiff,

16 v.

17 AVENUE5 RESIDENTIAL LLC, a Washington
Corporation; WALT SMITH, an individual; and
18 DOES 1-50,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No.

20STCV34633

**COMPLAINT FOR VIOLATION OF
PRIVATE ATTORNEYS GENERAL
ACT, CAL. LABOR CODE SECTIONS
2698, *et seq.***

DEMAND FOR JURY TRIAL

GENERAL ALLEGATIONS

1. Plaintiff JADE FINDLEY is an individual residing in the State of California.

2. Defendant AVENUE5 RESIDENTIAL LLC (“AVENUE5”), a Washington corporation, is authorized to do business within the State of California. AVENUE5 and its managing agents own, operate, or otherwise manage a company that provides multifamily property management services as well as comfortable apartments for rent throughout the United States.

1. On information and belief, Defendant WALT SMITH is an individual residing in the State of Washington and is, and at all relevant times has been, the CEO of Defendant AVENUE5 and had direct control and power over the working conditions and the violations at issue in this Complaint. On information and belief, WALT SMITH devised and implemented the policies at issue in this complaint and “caused” these violations as that term is used in Labor Code §§ 558 and 1197.1. Pursuant to Labor code §§558 and 1197.1, WALT SMITH is liable as a person who “caused” the violations to occur.

3. Plaintiff is unaware of the names and capacities of those Defendants sued as DOES 1 through 50 but will amend this complaint when that information becomes known. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each of the defendants, including the DOE defendants, was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants, and in engaging in the conduct alleged herein, was acting in the course and scope of, and in furtherance of, such relationship.

4. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant, employee, and/or joint venture of each of the other defendants and was acting within the course and scope of said conspiracy, agency, employment, and/or joint venture and with the permission and consent of each of the other Defendants.

5. This court possesses original subject matter jurisdiction over this matter. Venue is proper in this judicial district because Defendants employed Plaintiff and other aggrieved employees to work in this judicial district, and some of the complained of conduct occurred in

1 this judicial district.

2 **FACTUAL ALLEGATIONS**

3 6. Plaintiff brings this action on behalf of the State of California under the Private
4 Attorneys General Act of 2004, Labor Code sections 2698, et seq., (“PAGA”) with respect to
5 herself and all individuals employed by Defendants in California as non-exempt employees at any
6 time since July 10, 2019. This action is brought solely pursuant to PAGA and seeks no relief
7 beyond that available under PAGA.

8 7. Plaintiff was directly employed by Defendants as a non-exempt employee during
9 the relevant time period with a job title of “Resident Services Coordinator.” Among other duties,
10 she opened the office, set up the beverage trays, worked in the lobby, and dealt with all resident
11 maintenance requests and grievances for Defendants. Defendants paid Plaintiff on an hourly basis
12 and she received additional compensation from Defendants in the form of non-discretionary
13 incentive wages including, but not limited to, performance bonuses.

14 8. During the period beginning one-year period preceding the filing of the required
15 PAGA notice with the Labor Workforce and Development Agency, and continuing through the
16 present, Defendants violated Labor Code sections 201, 202, 204, 216, d-223, 226, 226.7, 432.5,
17 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, and all Applicable Wage Orders, as to
18 Plaintiff and all other similarly aggrieved employees employed by Defendants as non-exempt
19 employees or similar positions in California. These violations subject Defendants to civil
20 penalties as set forth in the foregoing statute, Labor Code sections 203, 210, 225.5, 226.3, 256,
21 558, 558.1, 1174.5, 1194.2, 1197.1, and 2699, and (3) and IWC Wage Order 5-2001 (and all
22 applicable IWC Orders), section 20.

23 **FIRST CAUSE OF ACTION**

24 **(Violation of the Private Attorneys General Act, Labor Code §§ 2698, et seq.)**

25 **(Against All Defendants)**

26 12. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 11.

28 13. California law provides employees in California must be paid for all hours worked,

1 up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage.
2 California law also provides employees in California must be paid overtime, equal to 1.5 times
3 the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8 per day.
4 Plaintiff and other similarly aggrieved employees regularly worked hours, including overtime
5 hours, for which they were not compensated by Defendants as required by California law.

6 14. Defendants violated California's overtime laws by, among other things, failing to
7 correctly calculate, or record at all, the total number of hours worked by Plaintiff and other
8 similarly situated aggrieved employees and not paying proper overtime rates for all overtime
9 worked. Upon information and belief, Defendants used a time rounding system that as applied
10 worked to detrimentally shave and round time off from Plaintiff and similarly situated aggrieved
11 employees' workdays. Plaintiff alleges on information and belief that through the operation of the
12 time rounding system, Plaintiff and similarly situated aggrieved employees were systematically
13 deprived of compensable time because the system would almost always, if not always, understate
14 the actual compensable work time due to the rounding. Additionally, Defendants did not properly
15 record meal breaks but instead automatically deducted a thirty-minute meal period per shift
16 worked even though Plaintiff and the aggrieved employees did not always receive a full thirty-
17 minute meal period. As a result, Defendants failed to pay Plaintiff and similarly aggrieved
18 employees for all hours worked at a rate no less than the applicable minimum wage in violation of
19 the Labor Code and Wage Orders. Defendants further violated California's overtime laws by
20 failing to correctly calculate the regular rate of compensation because they did not include all
21 non-discretionary remuneration, including without limitation performance-based bonuses, when
22 calculating the regular rate of pay of Plaintiff and similarly aggrieved employees. As a result,
23 Defendants did not pay Plaintiff and similarly aggrieved employees the correct premium rate for
24 all overtime hours worked, in violation of the Labor Code and Wage Orders.

25 15. In failing to compensate Plaintiff and similarly aggrieved employees for all
26 minimum wages and overtime at the correct regular rate of pay, Defendants violated Labor Code
27 sections 1194-1199, and Wage Order 5-2001, section 7, as to Plaintiff and all other similarly
28 aggrieved employees. These violations subject Defendants to civil penalties under the foregoing

1 Labor Code sections and other applicable Labor Code sections, including without limitation
2 Labor Code sections 1197.1 and 2699, as well as the applicable Wage Order(s). Each violation of
3 each Labor Code section and Wage Order provision, for each aggrieved employee, results in a
4 separate civil penalty.

5 16. Labor Code Section 221 prohibits an employer from “collect[ing] or receiv[ing]
6 from an employee any part of wages theretofore paid by said employer to said employee.”
7 Plaintiff alleges on information and belief that Defendants made unlawful deductions from her
8 paychecks during the relevant time period. The foregoing violates, including but not limited to,
9 Labor Code Section 221, which subjects Defendants to civil penalties under Labor Code Section
10 2699. Each violation results in a separate civil penalty, for each aggrieved employee, for each
11 pay period during which the statute provisions were violated.

12 17. California law requires employers to provide employees a duty-free, uninterrupted
13 thirty (30) minute meal period when an employee works more than five (5) hours in a workday,
14 and it must be provided within the first five (5) hours the employee works. Employers must also
15 provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an
16 employee works more than (10) hours in a workday, and it must be provided before the end of the
17 10th hour of work. Meal periods can be waived, but only under the following circumstances: (1)
18 if an employee’s total work period in a day is over five (5) hours but no more than six (6) hours,
19 the required meal period may be waived by mutual consent of the employer and employee, and
20 (2) if an employee’s total work period in a day is over ten (10) hours but no more than twelve
21 (12) hours, the required second meal period may be waived by mutual consent of the employer
22 and employee, but only if the first meal period was not waived. Employers covered by Wage
23 Order 5-2001 (and all applicable wage orders) have an obligation to both (1) relieve their
24 employees for at least one meal period for shifts over five hours and (2) record having done so. If
25 the employer fails to properly record a valid meal period, it is presumed that no meal period was
26 provided. Employers must further pay employees an additional hour of wages at the regular rate
27 of compensation for each missed or otherwise non-compliant meal period.

28 18. Defendants failed to maintain a company meal period policy compliant with

1 California law and failed to provide Plaintiff and other aggrieved employees with proper meal
2 periods. In fact, Defendants did not have a written meal period policy nor did they have any sort
3 of compliant policy in practice. Based on Plaintiff's work schedule, Plaintiff was always entitled
4 to at least one timely, uninterrupted thirty-minute meal break per shift and often entitled to a
5 second timely, uninterrupted thirty-minute meal break per shift worked. However, Plaintiff would
6 not receive a single thirty (30) minute meal period and when she did, she was always receiving it
7 late, after the fifth hour of work. As such, Defendants did not provide the required meal periods
8 by law. Additionally, Defendants prohibited the taking of a second meal break even though
9 Plaintiff and other aggrieved employees' shifts typically lasted longer than ten (10) hours.
10 Furthermore, Defendants maintained an illegal break policy whereby Plaintiff and other
11 aggrieved employees were prohibited from leaving the work premises during their shifts.
12 Accordingly, Plaintiff and other aggrieved employees never received a proper duty-free meal
13 period during the relevant time period. Despite not providing its employees with the meal breaks
14 to which they were legally entitled, Defendants did not pay any premiums for these missed meal
15 periods in violation of California law.

16 19. In failing to provide all required and fully compliant meal periods and/or failing to
17 compensate for missed/non-compliant meal periods at the correct regular rate of compensation,
18 Defendants violated Labor Code sections 226.7, 512, and 1198-1199, and Wage Order 5-2001
19 (and all applicable wage orders), sections 11(A) and (C). These violations subject Defendants to
20 civil penalties under Labor Code section 2699, and Wage Order 5-2001 (and all applicable wage
21 orders), section 20. Each violation of each Labor Code section and Wage Order provision, for
22 each aggrieved employee, results in a separate civil penalty.

23 20. California law requires employers to provide employees a paid, duty-free ten (10)
24 minute rest period for each four (4) hours worked, or major fraction thereof. Employers must pay
25 employees an additional hour of wages at the employee's regular rate of pay for each missed or
26 improper (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s)
27 during shift(s)) rest period. The rest period requirement obligates employers to permit and
28 authorize employees to take off-duty rest periods, meaning employers must relieve employees of

1 all duties and relinquish control over how employees spend their time.

2 21. Defendants failed to maintain a company rest period policy compliant with
3 California law and failed to provide Plaintiff and other aggrieved employees with proper rest
4 breaks. In fact, Defendants did not have a written rest period policy, nor did they have any sort of
5 compliant policy in practice. Based on their work schedules, Plaintiff and other similarly situated
6 aggrieved employees were typically entitled to three (3) ten-minute paid duty-free rest breaks per
7 shift. However, Plaintiff and other aggrieved employees were not provided proper rest periods
8 because the provided rest breaks were often interrupted and/or untimely and never duty-free since
9 Plaintiff and other aggrieved employees were always tethered to their work location during these
10 purported breaks. Defendants did not maintain a company rest period policy and/or practice
11 compliant with California law, and Defendants did not properly authorize and provide Plaintiff
12 and other aggrieved employees with appropriate rest periods in compliance with the law.

13 22. In failing to provide all required and fully compliant rest breaks and/or failing to
14 compensate for missed/non-compliant rest breaks at the correct regular rate of compensation,
15 Defendants have violated Labor Code sections 226.7, and 1198-1199, and IWC Wage Order 5-
16 2001 (and all applicable wage orders), section 12(A). These violations subject Defendants to civil
17 penalties under Labor Code section 2699, and Wage Order 5-2001 (and all applicable wage
18 orders), section 20. Each violation of each Labor Code section and Wage Order provision, for
19 each aggrieved employee, results in a separate civil penalty.

20 23. California law provides that, at the time of each payment of wages, the employer
21 must provide each employee with an itemized statement showing, inter alia, gross wages earned,
22 total hours worked, all deductions taken, net wages earned, the inclusive dates for which the
23 employee is being paid, the employee's name and last four digits of their social security number,
24 the name and address of the legal entity that it is the employer, and all applicable hourly rates in
25 effect during the pay period and all hours worked at each rate.

26 24. Defendants knowingly and intentionally failed to provide Plaintiff and other
27 aggrieved employees with proper, itemized wage statements as the wage statements provided by
28 Defendants did/do not accurately reflect, inter alia, gross wages earned, total hours worked, net

1 wages earned, and all applicable hourly rates in effect during each pay period and all hours
2 worked at each applicable hourly rate because Defendants failed to correctly calculate and pay all
3 wages due, as further discussed herein, including overtime wages and premium wages for
4 missed/non-compliant meal and rest periods.

5 25. Accordingly, Defendants have violated Labor Code sections 226(a) and/or 226(e)
6 as Plaintiff and all similarly aggrieved employees. These violations subject Defendants to civil
7 penalties under the Labor Code, including without limitation Labor Code sections 226, 226.3 and
8 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved
9 employee, results in a separate civil penalty.

10 26. Accordingly, Defendants has violated Labor Code sections 226(a) and/or 226(e) as
11 to Plaintiff and all similarly aggrieved employees. These violations subject Defendants to civil
12 penalties under the Labor Code, including without limitation Labor Code sections 226, 226.3 and
13 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved
14 employee, results in a separate civil penalty.

15 27. California law requires employers to keep “accurate and complete” payroll records
16 showing, among other things, the hours worked daily by all non-exempt employees. IWC Wage
17 Order 5-2001, section 7, similarly requires employers to keep time records showing, inter alia,
18 when the employees begin and end each work period. At all relevant times, Defendants have
19 failed, and continues to fail, to keep the required time records, as Defendants did not provide
20 and/or record all of Plaintiff’s and other similarly aggrieved employees hours worked as alleged
21 herein. Defendants’ failure to keep “accurate and complete” payroll records for Plaintiff and other
22 similarly aggrieved employees violates Labor Code sections 1174, 1198-99, and Wage Order 5-
23 2001, section 7. These violations subject Defendants to civil penalties under the Labor Code,
24 including without limitation sections 1174.5 and 2699. Each violation of each Labor Code section
25 and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.

26 28. Together, Labor Code sections 1198 and 1199 make unlawful employment of any
27 individual under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or
28 neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including

1 sections 1174, 1197, and 1198, or other order or ruling of the IWC. Defendants' violations with
2 respect to meal periods, rest periods, recordkeeping provisions, and minimum wages and/or
3 overtime wages, as alleged herein, result in separate violations of Labor Code sections 1198 and
4 1199, and subject Defendants to civil penalties under the Labor Code, including without
5 limitation Labor Code sections 1197.1 and 2699. Each violation of each Labor Code section and
6 Wage Order provision, for each aggrieved employee, results in a separate civil penalty.

7 29. Labor Code section 204 requires that all earned wages must be paid to employees
8 twice during each calendar month. Defendants violated this section by failing to pay Plaintiff and
9 aggrieved employees an additional hour of pay for meal and rest periods not provided/valid, by
10 failing to compensate employees for all hours worked, including overtime hours worked, and by
11 failing to pay proper premium wage rates for all hours worked. These violations subject
12 Defendants to civil penalties under Labor Code section 210. Each violation results in a separate
13 civil penalty, for each aggrieved employee for each pay period during which the statute
14 provisions were violated.

15 30. Labor Code section 201 requires employers to pay all wages earned and unpaid at
16 the time of discharge, immediately upon discharge. Labor Code section 202 states similar
17 provisions with respect to employees who resign. For all aggrieved employees no longer
18 employed by Defendants, including Plaintiff, Defendants still have not paid such aggrieved
19 employees all wages earned and unpaid at the time of discharge as alleged herein. These
20 violations subject Defendants to civil penalties under the Labor Code, including without
21 limitation Labor Code sections 203, 256 and 2699. Each violation results in a separate civil
22 penalty, for each aggrieved employee for each pay period during which the statutory provisions
23 were violated.

24 31. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
25 and payable and/or denial of the validity of any claim to wages due. Defendants violated/violates
26 this section by failing to pay Plaintiff and aggrieved employees for all hours worked at the proper
27 wage rate and by failing to pay Plaintiff and aggrieved employees an additional hour of pay for
28 each meal/rest period not provided/that was invalid. These violations subject Defendants to civil

1 penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for
2 each aggrieved employee, for each pay period during which the statute provisions were violated.

3 32. California Labor Code section 223 makes it unlawful for an employer to secretly
4 pay wages lower than required by statute while purporting to pay legal wages. As described
5 above, Defendants willfully and systematically denied Plaintiff and other aggrieved employees
6 minimum wage compensation for all hours worked which resulted in the payment of less than
7 statutorily required wages to them. Defendants acted with the intent to deprive them of statutory
8 wages, including, but not limited to, overtime wages and minimum wages, to which they were
9 entitled to under California law. Thus, Defendants paid Plaintiff and other aggrieved employees
10 lower wages than those they were entitled to while purporting that Plaintiff and other aggrieved
11 employees were properly paid.

12 33. Labor Code section 432.5 states that it is illegal for an employer to require an
13 employee to agree in writing to any term of employment the employer knows is illegal. The
14 Labor Code places certain procedural and substantive limits on employers' ability to conduct
15 employee background checks and on how employers can use the information they obtain through
16 those background checks. Labor Code Section 1024.5 states that employers, except for financial
17 institutions, may order a credit check only if the individual works (or is applying to work) in
18 certain positions, and Labor Code Section 432.7 prohibits an employer from asking applicants
19 about past arrest(s) unless they resulted in conviction(s) and even then certain limitations apply.
20 Additionally, the Investigative Consumer Reporting Agencies Act, Civil Code §§ 1786, et seq.
21 ("ICRAA"), and the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq. ("FCRA"), mandate
22 several requirements prior to and following an employee background check, including but not
23 limited to identifying an appropriate reason for the background check, a separate consent form
24 with required disclosures and certain formatting requirements, additional forms such as a
25 summary of rights, as well as proper notice of adverse actions taken, among other statutory
26 requirements.

27 34. On information and belief, Defendants required Plaintiff and other aggrieved
28 employees to sign unlawful non-compete agreements as a condition of hire/maintaining

1 employment. In so doing, Defendants violated Labor Code section 432.5, which violations
2 subject Defendants to civil penalties under the Labor Code, including without limitation sections
3 432.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each
4 aggrieved employee, results in a separate civil penalty.

5 35. On information and belief, Defendants required Plaintiff and other aggrieved
6 employees to submit to an unlawful criminal and/or financial background check as a condition of
7 obtaining and/or holding employment in violation of Labor Code sections 1024.5 and/or 432.7.
8 Defendants also required Plaintiff and other aggrieved employees to agree in writing to unlawful
9 background checks not in conformance with the requirements ICRAA and/or FCRA. Defendants
10 also asked about arrests not resulting in convictions on its employment application. These
11 violations subject Defendants to civil penalties under the Labor Code, including without
12 limitation Labor Code sections 432.5, 432.7 and 2699. Each violation of each Labor Code section
13 and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.

14 36. Defendants failed to provide paid sick leave to Plaintiff and similarly aggrieved
15 employees, further failing to put them on notice of their paid sick leave rights—or thereby putting
16 their entitlement to sick leave in a Labor Code Section 2810.5 notice. In addition, Defendants
17 failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the
18 employee throughout the relevant time period. Notably, where an employer compensates an
19 employee with non-discretionary bonus pay (as Defendants did here), any sick leave/sick pay
20 calculation must incorporate the value of the non-discretionary bonuses; upon information and
21 belief, Defendants' sick leave/sick pay calculation did not. Additionally, Defendants failed to
22 provide notice of the correct sick leave amount balance left for Plaintiff and aggrieved employees,
23 and thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff
24 and similarly aggrieved employees would have used their paid sick leave at least prior to their
25 respective separation, for as on several occasions thereafter, he or she would have been entitled to
26 use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick
27 leave is unlawful and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory
28 relief as permitted by California law, on behalf of herself and all aggrieved employees.

1 37. An Employer is required to provide paid sick days in accordance to Labor Code
2 Section 245 through 248.5. Defendants failed to provide a Labor Code Section 2810.5 notice,
3 putting Plaintiff on notice of her right to use paid sick leave. Defendants failed to provide the
4 posting required by these statutes, showing and demonstrating all of the following: (1) an
5 employee is entitled to accrue, request, and use paid sick days; (2) the amount of sick days
6 provided for by this article; (3) the terms of use of paid sick days; (4) that retaliation or
7 discrimination against an employee who requests paid sick days or uses paid sick days, or both, is
8 prohibited and that an employee has the right under this article to file a complaint with the Labor
9 Commissioner against an employer who retaliates or discriminates against the employee.

10 38. Defendants failed to maintain records documenting the hours worked and paid sick
11 days accrued and used by employees in violation of Labor Code Section 247.5, permitting the
12 presumption that Plaintiff was entitled to the maximum number of hours accruable under this
13 article at the time of her termination. Defendants further failed to comply with Labor Code
14 Section 246, that is, providing its employees with a 226 statement or separate writing containing
15 amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick
16 leave, at the time it pays its period wages and provides a Labor Code Section 226 statement.

17 39. Moreover, Defendants unlawfully retained and continue to retain paid sick leave
18 that should have been paid and wasn't as a result of its failure to properly institute a paid sick
19 leave program. On information and belief, Plaintiff alleges that all of these practices were
20 experienced and continue to be experienced by other similarly aggrieved employees. Plaintiff
21 requests all appropriate relief under the PAGA and these statutes, including but not limited to the
22 restitution of earned paid sick leave that could have been used, but wasn't, due to Defendants'
23 sole failure to institute such a paid sick leave entitlement/paid sick leave bank as required by
24 California law.

25 40. Accordingly, Defendants has violated Labor Code sections 233 and 234 as to
26 Plaintiff and all similarly aggrieved employees. These violations subject Defendants to civil
27 penalties under the Labor Code, including without limitation Labor Code Section 233 and 234
28 and 2699. Each violation of each Labor Code section and Wage Order provision, for each

1 aggrieved employee, results in a separate civil penalty.

2 41. Under the provisions of PAGA and Labor Code sections 201, 202, 203, 204, 210,
3 216, 218.5, 225.5, 226, 226.3, 226.7, 233. 234, 245, 246, 247, 247.5, 248, 248.5, 432.5, 432.7,
4 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699,
5 2810.5 and all applicable Wage Orders, as well as all interpretations of these laws by California
6 Courts and administrative bodies, as well as any other law that is enforceable through PAGA,
7 Defendants are liable for all statutorily-specified penalties recoverable under PAGA as
8 enumerated in the relevant California Labor Code provisions listed herein, or for default PAGA
9 penalties under Labor Code Section 2699(f) for any violation of a Labor Code section without a
10 specified civil penalty.

11 42. Plaintiff complied with the procedures for bringing suit specified in Labor Code
12 sections 2699.3 and 2699.5. Plaintiff gave written notice to the California Labor and
13 Workforce Development Agency ("LWDA") via electronic mail at PAGAfilings@dir.ca.gov
14 on July 10, 2020, and to Defendants via certified mail on July 10, 2020, of the specific
15 provisions of the Labor Code and Wage Orders allegedly violated, including the facts and
16 theories to support the alleged violations.

17 43. Under Labor Code section 2699.3, the LWDA must give written notice by
18 certified mail to the parties it intends to investigate the alleged violations within 65 days of the
19 date of Plaintiff's written notice. As of the expiration of the statutory exhaustion period, the
20 LWDA has not provided the parties any notice of its intention to investigate Plaintiff's claims
21 on behalf of the State of California and other similarly aggrieved employees. As of the filing of
22 this Complaint, Defendants have not responded to Plaintiff's PAGA notice in an attempt to
23 cure. Accordingly, Plaintiff has exhausted all administrative remedies required by law.

24 44. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
25 Plaintiff is entitled to recover civil penalties, costs, plus reasonable attorney's fees and costs, all
26 in an amount to be proved.

27 ///

28 ///

1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly and severally,
3 as follows:

- 4 1. For civil penalties according to proof;
5 2 For reasonable attorney's fees and costs of suit; and
6 3. For such other and further relief as the Court deems just and proper.

7
8 Dated: September 10, 2020

CROSNER LEGAL, P.C.

9
10 

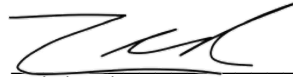
11 Michael Crosner
12 Zachary Crosner
13 Blake Jones
14 Nikki Trenner
15 Attorneys for Plaintiff JADE FINDLEY
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff JADE FINDLEY demands a trial by jury on all claims so triable.

Dated: September 10, 2020

CROSNER LEGAL, P.C.



Michael Crosner

Blake Jones

Zachary Crosner

Nikki Trenner

Attorneys for Plaintiff JADE FINDLEY