

Assigned for all purposes to: Torrance Courthouse, Judicial Officer: Gary Tanaka

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian, Esq. Bar No.: 278622

haig@hbklawyers.com

Cathy Gonzalez, Esq., Bar No.: 310625

cathy@hbklawyers.com

Kevin Crough, Esq., Bar No.: 323904

kevin@hbklawyers.com

801 North Brand Boulevard, Suite 970

Glendale, California 91203

Telephone: 1-818-696-2306

Facsimile: 1-818-696-2307

Attorneys for Plaintiff MARLENNE BAEZ

individually and on behalf of all other AGGRIEVED EMPLOYEES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLENNE BAEZ, an individual, on behalf of)
herself and all other AGGRIEVED)
EMPLOYEES)

Plaintiff,

vs.

CENTINELA SKILLED NURSING &)
WELLNESS CENTRE EAST, LLC, a)
California Limited Liability Company;)
CENTINELA SKILLED NURSING &)
WELLNESS CENTRE WEST, LLC, a)
California Limited Liability Company; and)
DOES 1 through 100, inclusive,)

Defendants.)

Case No. 21TRCV00270

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

Plaintiff MARLENNE BAEZ (hereinafter referred to as “REPRESENTATIVE
PLAINTIFF”) alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
was employed, jointly and severally, by CENTINELA SKILLED NURSING & WELLNESS

1 CENTRE EAST, LLC and CENTINELA SKILLED NURSING & WELLNESS CENTRE WEST,
2 LLC from on or about December 24, 2019 until on or about August 17, 2020.

3 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
4 information and belief, alleges that at all times mentioned herein, CENTINELA SKILLED
5 NURSING & WELLNESS CENTRE EAST, LLC is a California Limited Liability Company,
6 licensed to do business and actually doing business in the State of California.

7 3. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
8 information and belief, alleges that at all times mentioned herein, CENTINELA SKILLED
9 NURSING & WELLNESS CENTRE WEST, LLC is a California Limited Liability Company,
10 licensed to do business and actually doing business in the State of California.

11 4. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
12 information and belief, alleges that DEFENDANTS own and operate nursing homes, and have
13 numerous locations throughout California. Thus, DEFENDANTS are subject to the applicable
14 California laws as alleged throughout this Complaint.

15 5. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
16 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100,
17 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
18 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true
19 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is
20 informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are
21 responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and
22 the other AGGRIEVED EMPLOYEES as further alleged herein.

23 6. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
24 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
25 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
26 employees who worked for all DEFENDANTS only.

27 7. The definition of "employer" for purposes of the California Labor Code includes
28 irregular working arrangements, and was specifically drafted in order to prevent evasion and

1 subterfuge of California's labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed
2 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown
3 entities, must be classified as joint-employers for purposes of liability for civil penalties under the
4 Private Attorneys General Act ("PAGA"). As such, DEFENDANTS are each liable for civil
5 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and
6 the other AGGRIEVED EMPLOYEES.

7 8. The term "DEFENDANTS" used throughout this Complaint includes all named
8 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS
9 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout
10 this Complaint as DOES 1 through 100, inclusive.

11 9. This is only a Private Attorney General Action Complaint, pursuant to California
12 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
13 persons similarly situated who worked for DEFENDANTS in their California locations as non-
14 exempt, hourly employees (herein collectively identified as "AGGRIEVED EMPLOYEES") for:

15 (i) failure to pay overtime and double time in violation of Labor Code sections 510 and
16 the applicable Wage Orders;

17 (ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
18 512(a), and the applicable Wage Orders;

19 (iii) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,
20 1197, 1197.1, and the applicable Wage Orders;

21 (iv) failure to keep accurate payroll records and provide itemized wage statements in
22 violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;

23 (v) failure to pay all wages earned on time in violation of Labor Code section 204;

24 (vi) failure to pay all wages earned upon discharge or resignation in violation of Labor
25 Code sections 201, 202, and 203;

26 (vii) failure to reimburse necessary, business-related expenses in violation of Labor Code
27 sections 2800 and 2802;

28 (viii) failure to provide notice of paid sick time and accrual in violation of Labor Code

1 section 246;

2 **VENUE AND JURISDICTION**

3 10. Venue is proper under California Code of Civil Procedure section 395 and under
4 California Government Code section 12965(b), in that REPRESENTATIVE PLAINTIFFS'
5 injuries were incurred within the County of Los Angeles, the actions giving rise to
6 REPRESENTATIVE PLAINTIFFS' Complaint arose within the County of Los Angeles, and
7 DEFENDANTS are located in the County of Los Angeles.

8 11. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for
9 civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

10 **SCOPE**

11 12. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-
12 paid, non-exempt employees, who either were or are employed in the State of California from
13 December 18, 2019 through the date of judgment in this action.

14 **STATEMENT OF FACTS**

15 13. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Social Worker
16 Assistant on or about December 24, 2019. DEFENDANTS are California Limited Liability
17 Corporations that own and operate nursing homes. REPRESENTATIVE PLAINTIFF worked for
18 DEFENDANTS up until on or about August 17, 2020.

19 14. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and other
20 AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent in this
21 action, working as non-exempt, hourly-paid employees were regularly required to work off-the-
22 clock, and/or during their rest and/or meal periods.

23 15. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on December 18, 2020 by
24 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor
25 Code section 2699.3. As of February 21, 2021, 65 Days after REPRESENTATIVE PLAINTIFF's
26 PAGA Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the
27 LWDA regarding its intent to investigate PLAINTIFF's claims.

28 16. California Labor Code sections 510 and the applicable Wage Orders require
3.

1 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a
2 week at the rate of at least time-and-one-half (1.5) times their regular rate of pay (“overtime”) for
3 time such worked, and two (2) times their regular rate of pay (“double time”) for such hours
4 worked in excess of 12 hours in a day. “Regular rate” includes all remuneration, including non-
5 discretionary bonuses and incentives.

6 17. During the relevant time period, REPRESENTATIVE PLAINTIFF and other
7 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in
8 a workday and/or 40 hours in a workweek.

9 18. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFF and the other
10 AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled shifts,
11 and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
12 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and the other
13 AGGRIEVED EMPLOYEES all of the wages to which they were entitled.

14 19. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
15 require employers to pay employees one (1) additional hour of pay at the employees’ regular rate
16 for each work day that a legally compliant meal and/or rest break was not provided. Employers
17 cannot require, cause, or permit an employee to work more than five (5) hours per day without
18 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,
19 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
20 employees an additional one (1) hour of pay at the employees’ regular rate. If the employer fails to
21 properly record a valid meal period, it is presumed that no meal period was provided. Furthermore,
22 no employer shall require an employee to work during any rest period. Rest periods requirements
23 are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4)
24 hours, or major fraction thereof, that employee worked.

25 20. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other
26 AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE
27 PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely required to work through these
28 periods instead, because of understaffing, inadequate coverage, unreasonably high workload and

1 expectations, and/or other actions, inactions, or decisions made by and within the sole control and
2 discretion of DEFENDANTS.

3 21. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked
4 shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more
5 without a second meal break, due to understaffing, inadequate coverage, unreasonably high
6 workload and expectations, and/or other actions, inactions, or decisions made by and within the
7 sole control and discretion of DEFENDANTS.

8 22. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
9 alleges, that any purported appearance of meal and rest break compliance is because
10 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
11 timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
12 in an attempt to hide the aforementioned infractions. DEFENDANTS, knowingly and contrary to
13 law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods
14 that were never taken and/or were legally non-compliant, and/or otherwise falsified or altered
15 timekeeping records.

16 23. DEFENDANTS knew, or should have known, that their behavior caused
17 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the
18 above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still chose
19 not to pay meal and rest period premiums required by law.

20 24. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers
21 to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended
22 by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

23 (1) For any employer who employs 26 or more employees:

24 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

25 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

26 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

27 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

28 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

1 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

2 (2) For any employer who employs 25 or fewer employees:

3 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

4 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

5 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

6 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

7 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

8 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

9 25. The minimum wage standard applies to each hour employees worked for which they
10 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
11 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
12 an average hourly wage above minimum wage.

13 26. As alleged throughout this Complaint, due to the company-wide failures of
14 DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
15 forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest
16 breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE
17 PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified
18 timekeeping records to hide this fact.

19 27. California Labor Code 226(a) requires employers to create and provide to
20 employees true and accurate employment records. California Labor Code section 226(e) provides
21 that if an employer fails to furnish an employee with same, the employee is entitled to recover the
22 greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each
23 subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any
24 employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and
25 \$1,000 per employee for each subsequent violation.

26 28. California Labor Code 1174(d) requires employers to keep payroll records showing
27 hours worked, and wages paid to and/or number of piece-rate units earned, for all employees.
28 California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain

1 same.

2 29. California Labor Code section 1198 provides that maximum hours and standard
3 conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant
4 to the applicable Wage Order, employers must keep accurate records of when employees begin and
5 end each work period and each meal period.

6 30. DEFENDANTS knowingly provided employees with records that do not meet the
7 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
8 accurately document, among other things, employees off-the-clock work. As a result,
9 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
10 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

11 31. The statements in question are deficient in many other ways, including, but not
12 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
13 of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate,
14 failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID
15 properly, failure to list the full legal name and address of the employer, failure to list inclusive
16 dates for which employees are paid, failure to provide employees with the ability to easily access
17 wage statements and get hard copies at no expense to the employee, and/or failure to state all hours
18 worked as a result of off-the-clock work.

19 32. DEFENDANTS willfully failed to maintain accurate payroll records for
20 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
21 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-
22 the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE PLAINTIFF
23 and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment,
24 thereby causing further injuries to each of them.

25 33. California Labor Code section 204 requires that all wages earned, other than those
26 due upon termination, be paid on time as defined by the statute.

27 34. As a result of the numerous company-wide failures of DEFENDANTS as described
28 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and

1 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum
2 wages, overtime wages, and/or double time wages within the statutorily required time period.

3 35. California Labor Code sections 201, 202, and 203 provide that employees who are
4 terminated are due all wages earned immediately. Employees who resign their employment without
5 giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees
6 who resign their employment giving 72-hours' notice are entitled to all wages earned at the time
7 their resignation becomes effective.

8 36. DEFENDANTS terminated their employment relationship with
9 REPRESENTATIVE PLAINTIFF on August 17, 2020. Accordingly, REPRESENTATIVE
10 PLAINTIFF was due all wages earned immediately.

11 37. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE's final
12 paycheck, that final paycheck was legally deficient in that it did not account for all wages earned
13 despite DEFENDANTS knowing that such wages were due to REPRESENTATIVE PLAINTIFF.
14 Due to the company-wide failures of DEFENDANTS as described throughout this Complaint,
15 DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon
16 their discharge or resignation.

17 38. California Labor Code Sections 2800 and 2802 require that an employer indemnify
18 employees for all necessary expenditures or losses incurred by the employee in direct consequence
19 of the discharge of their duties.

20 39. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
21 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
22 their job duties. Such personal expenses include, but are not limited to: use of personal cell phone,
23 travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other
24 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties
25 absent incurring these personal expenses. DEFENDANTS failed to indemnify
26 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary
27 expenditures or losses accordingly.

28 40. California Labor Code section 246 provides that an employee who works for the
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1 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a
2 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
3 commencement of employment. Employers must provide employees with written notice setting the
4 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage
5 statements (as described in Labor Code section 226) or in a separate writing accompanying such
6 wage statements.

7 41. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about
8 December 24, 2019 and worked for DEFENDANTS until on or about August 17, 2020.
9 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked for
10 DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as
11 described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE
12 PLAINTIFF and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a
13 separate writing accompanying such wage statements, the amount of sick leave available to
14 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES.

15 42. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave
16 that should have been paid to REPRESENTATIVE PLAINTIFF and other AGGRIEVED
17 EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally
18 compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes,
19 and based thereon alleges, that these practices were experienced and continue to be experienced by
20 the other AGGRIEVED EMPLOYEES.

21 **FIRST CAUSE OF ACTION**

22 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

23 **(By REPRESENTATIVE PLAINTIFF Against DEFENDANT(S) and Does 1 through 10,**
24 **inclusive)**

25 43. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
26 contained in each of the preceding paragraphs and each and every part thereof with the same force
27 and effect as though fully set forth herein.

28 44. PAGA expressly establishes that any provisions of the California Labor Code which
9.

1 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
2 divisions, commissions, boards, agencies or employees for a violation of the California Labor
3 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
4 himself or herself, and other current or former employees.

5 45. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
6 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
7 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
8 penalty.

9 46. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
10 employees, are "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code
11 section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of
12 the alleged violations was committed against them.

13 **Failure to Pay Overtime / Double Time**

14 47. DEFENDANTS failure to pay legally required overtime and double time wages to
15 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the
16 Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code
17 sections 510 and 1198.

18 **Failure to Provide Meal and Rest Periods**

19 48. DEFENDANTS failure to provide legally required meal and rest periods to
20 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
21 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
22 applicable Wage Orders.

23 **Failure to Pay Minimum Wages**

24 49. DEFENDANTS failure to pay legally required minimum wages to
25 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
26 and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1,
27 and the applicable Wage Orders.

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1 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,
2 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
3 subsequent violation;

4 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
5 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
6 initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
7 period for each subsequent violation;

8 c. Penalties under California Labor Code section 210 in addition to, and
9 entirely independent and apart from, any other penalties provided in the California Labor
10 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
11 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
12 per pay period for each subsequent violation; and

13 d. Any and all additional penalties and sums as provided by the California
14 Labor Code and/or other statutes, including, but not limited to, penalties pursuant to
15 California Labor Code 558(a).

16 56. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be
17 distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development
18 Agency for the enforcement of labor laws and education of employers and employees about their
19 rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

20 57. Further, **REPRESENTATIVE PLAINTIFF** is entitled to seek and recover
21 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
22 2699 and any other applicable statute.

23 THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent
24 request relief as described below:

25 **PRAYER**

26 THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against
27 DEFENDANTS, and Does 1 through 100, and each of them, as follows:

28 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
12.

1 Procedure Section 1021.5;

2 2. Statutory penalties under PAGA;

3 3. Costs of suit; and

4 4. Such further relief as the Court deems just and proper.

5
6 Dated: April 7, 2021

HAIG B. KAZANDJIAN LAWYERS, APC.

7
8 By: /s/ Haig B. Kazandjian

9 Haig B. Kazandjian, Esq.,

10 Cathy Gonzalez, Esq.,

11 Kevin Crough, Esq.,

12 Attorneys for Plaintiff MARLENNE BAEZ

13 Individually and on behalf of other

14 AGGRIEVED EMPLOYEES