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individually and on behalf of all other AGGRIEVED EMPLOYEES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

NICOLAOS LYMBERTOS, an individual, on )  
behalf of herself and all other AGGRIEVED )  
EMPLOYEES )

Plaintiff,

vs.

Triple V Home Care and Adult Services Inc., a )  
California Corporation; and DOES 1 through )  
100, inclusive, )

Defendants. )

**Case No. 21STCV13334**

**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 NICOLAOS LYMBERTOS (hereinafter referred to as “REPRESENTATIVE  
PLAINTIFF”) alleges as follows:

**PARTIES**

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and  
was employed by Triple V Home Care and Adult Services Inc., from on or about August 2018 until

1 on or about March 16, 2020.

2 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such  
3 information and belief, alleges that at all times mentioned herein, Triple V Home Care and Adult  
4 Services Inc. is a California Corporation, licensed to do business and actually doing business in the  
5 State of California.

6 3. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such  
7 information and belief, alleges that DEFENDANTS are an adult day care center, and have  
8 numerous locations throughout California. Thus, DEFENDANTS are subject to the applicable  
9 California laws as alleged throughout this Complaint.

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

18 5. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for  
19 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint  
20 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid  
21 employees who worked for all DEFENDANTS only.

22 6. The definition of "employer" for purposes of the California Labor Code includes  
23 irregular working arrangements, and was specifically drafted in order to prevent evasion and  
24 subterfuge of California's labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed  
25 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown  
26 entities, must be classified as joint-employers for purposes of liability for civil penalties under the  
27 Private Attorneys General Act ("PAGA"). As such, DEFENDANTS are each liable for civil  
28 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and

1 the other AGGRIEVED EMPLOYEES.

2 7. The term “DEFENDANTS” used throughout this Complaint includes all named  
3 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS  
4 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout  
5 this Complaint as DOES 1 through 100, inclusive.

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

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

12 (ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,  
13 512(a), and the applicable Wage Orders;

14 (iii) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,  
15 1197, 1197.1, and the applicable Wage Orders;

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

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

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

21 (vii) failure to provide basic information at the time of hiring and when employment  
22 changes occur in violation of Labor Code section 2810.5(a)(1)(A)-(C) (Wage Theft Prevention  
23 Act).

24 (viii) failure to reimburse necessary, business-related expenses in violation of Labor Code  
25 sections 2800 and 2802;

26 (ix) failure to provide notice of paid sick time and accrual in violation of Labor Code  
27 section 246;

28 ///

1 **VENUE AND JURISDICTION**

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

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

9 **SCOPE**

10 11. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-  
11 paid, non-exempt employees, who either were or are employed in the State of California from  
12 January 14, 2020 through the date of judgment in this action.

13 **STATEMENT OF FACTS**

14 12. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Driver on or  
15 about August 2018. DEFENDANTS are California Corporation that operates as an adult day care.  
16 REPRESENTATIVE PLAINTIFF worked for DEFENDANTS up until on or about March 16,  
17 2020 and received a final pay check on or about November 9, 2020.

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

22 14. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on January 14, 2021 by  
23 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor  
24 Code section 2699.3. As of March 20, 2021, 65 Days after REPRESENTATIVE PLAINTIFF's  
25 PAGA Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the  
26 LWDA regarding its intent to investigate PLAINTIFF's claims.

27 15. California Labor Code sections 510 and the applicable Wage Orders require  
28 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a

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

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

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

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

24 19. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other  
25 AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE  
26 PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely required to work through these  
27 periods instead, because of understaffing, inadequate coverage, unreasonably high workload and  
28 expectations, and/or other actions, inactions, or decisions made by and within the sole control and

1 discretion of DEFENDANTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26          33. As a result of the numerous company-wide failures of DEFENDANTS as described  
27 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and  
28 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum

1 wages, overtime wages, and/or double time wages within the statutorily required time period.

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

7 35. DEFENDANTS terminated their employment relationship with  
8 REPRESENTATIVE PLAINTIFF on March 16, 2020. Accordingly, REPRESENTATIVE  
9 PLAINTIFF was due all wages earned immediately.

10 36. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE's final  
11 paycheck on November 9, 2020, that final paycheck was legally deficient in that it did not account  
12 for all wages earned despite DEFENDANTS knowing that such wages were due to  
13 REPRESENTATIVE PLAINTIFF.

14 37. As a result, REPRESENTATIVE PLAINTIFF is due waiting time penalties from  
15 DEFENDANTS equal to his daily rate of pay for up to 30 days, or through April 16, 2020.

16 38. Due to the company-wide failures of DEFENDANTS as described throughout this  
17 Complaint, DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely  
18 wages upon their discharge or resignation.

19 39. Codified in California Labor Code section 2810.5, California's Wage Theft  
20 Protection Act requires employers to provide employees with basic information at the time of  
21 hiring and when changes occur to their employment. The Wage Theft Protection Act provides that  
22 an employee must be furnished with written notice of, at the time of hiring; rate of pay (including  
23 overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and  
24 allowances claimed such as meal or lodging. This notice must include a statement that the  
25 employee can accrue and use sick leave, has the right to request and use paid sick leave, may not  
26 be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a  
27 complaint against any employer who does so retaliate.

28 40. DEFENDANTS hired REPRESENTATIVE PLAINTIFF on or about April 2018,

1 and REPRESENTATIVE PLAINTIFF continued to work for DEFENDANTS until on or about  
2 March 16, 2020. During that time, changes, including, but not limited to, raises, promotions, title  
3 changes, relocations, and new and additional assignments were earned by and/or assigned to  
4 REPRESENTATIVE PLAINTIFF. As a result of each of these, changes occurred to  
5 REPRESENTATIVE PLAINTIFF's employment as defined by Labor Code 2810.5(a)(1)(A)-(C)  
6 and the Wage Theft Prevention Act.

7 41. When hired and each time such changes to REPRESENTATIVE PLAINTIFF and  
8 other AGGRIEVED EMPLOYEES employment occurred, DEFENDANTS were required to  
9 furnish documents to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES  
10 with such basic information and written notice of, among other things, their rate of pay (including  
11 overtime), their right to accrue and request paid sick leave, and their right to file a complaint  
12 against DEFENDANTS should they infringe upon such rights. DEFENDANTS failed to furnish  
13 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with such written  
14 notices as required.

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

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

26 44. California Labor Code section 246 provides that an employee who works for the  
27 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a  
28 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the

1 commencement of employment. Employers must provide employees with written notice setting the  
2 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage  
3 statements (as described in Labor Code section 226) or in a separate writing accompanying such  
4 wage statements.

5 45. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about April  
6 2018 and worked for DEFENDANTS until on or about March 16, 2020. REPRESENTATIVE  
7 PLAINTIFF and other AGGRIEVED EMPLOYEES worked for DEFENDANT for more than 30  
8 days, triggering the protections of Labor Code section 246 as described above. Nevertheless,  
9 DEFENDANTS failed to furnish upon REPRESENTATIVE PLAINTIFF and other AGGRIEVED  
10 EMPLOYEES, either on itemized wage statements or in a separate writing accompanying such  
11 wage statements, the amount of sick leave available to REPRESENTATIVE PLAINTIFF and other  
12 AGGRIEVED EMPLOYEES.

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

19 **FIRST CAUSE OF ACTION**

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

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

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

26 48. PAGA expressly establishes that any provisions of the California Labor Code which  
27 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,  
28 divisions, commissions, boards, agencies or employees for a violation of the California Labor  
10.

1 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of  
2 himself or herself, and other current or former employees.

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

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

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

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

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

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

21 **Failure to Pay Minimum Wages**

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

26 **Failure to Keep Accurate and Provide Itemized Wage Statements**

27 54. DEFENDANTS failure to keep accurate and provide itemized wage statements to  
28 Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity

1 prohibited by California Labor Code section 226(a), 1174(d), and 1198.

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

3 55. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF  
4 and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or  
5 unfair activity prohibited by California Labor Code section 204.

6 **Failure to Timely Pay Wages Upon Termination**

7 56. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF  
8 and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair  
9 activity prohibited by California Labor Code sections 201, 202, and 203.

10 **Failure to Provide Information Required by the Wage Theft Prevention Act**

11 57. DEFENDANTS failure to provide basic information to REPRESENTATIVE  
12 PLAINTIFF and other AGGRIEVED EMPLOYEES related to the conditions of their pay and their  
13 rights regarding sick leave constitutes unlawful and/or unfair activity prohibited by California  
14 Labor Code section 2810.5(a)(1)(A)-(C).

15 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

16 58. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other  
17 AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes  
18 unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

19 **Failure to Provide Notice of Paid Sick Time and Accrual**

20 59. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other  
21 AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written  
22 notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their  
23 itemized wage statements or in a separate writing accompanying such statements constitutes  
24 unlawful and/or unfair activity prohibited by California Labor Code section 246.

25 60. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF,  
26 individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover  
27 penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully  
28 described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor

Code section 218.5, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a 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;

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

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a 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; and

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

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

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

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

**PRAYER**

THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against  
13.

1 DEFENDANTS, and Does 1 through 100, and each of them, as follows:

- 2 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil  
3 Procedure Section 1021.5;
- 4 2. Statutory penalties under PAGA;
- 5 3. Costs of suit; and
- 6 4. Such further relief as the Court deems just and proper.

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8 Dated: April 7, 2021

**HAIG B. KAZANDJIAN LAWYERS, APC.**

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LYMBERTOS, individually and on behalf  
of other AGGRIEVED EMPLOYEES

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