

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUN 11 2021

Sherri R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

Carolyn H. Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
Philippe M. Gaudard (SBN 331744)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com
pgaudard@schneiderwallace.com

*Attorneys for Plaintiff, on behalf of the State
of California and Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

21STCV22158

CASSONDRA HOLLMAN, on behalf of the State
of California,

Plaintiff,

v.

AYA HEALTHCARE, INC. d/b/a AYA
HEALTHCARE STAFFING, INC., PACIFIC
GARDENS MEDICAL CENTER, LLC,
PACIFICA OF THE VALLEY CORPORATION
d/b/a PHV PACIFICA HOSPITAL OF THE
VALLEY, and DOES 1-100, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff Cassandra Hollman, on behalf of the State of California and Aggrieved Employees
2 (“Plaintiff”), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants AYA Healthcare, Inc. d/b/a
5 AYA Healthcare Staffing, Inc. (“AYA Healthcare Staffing”), Pacific Gardens Medical Center, LLC
6 (“Pacific Gardens”), and Pacifica of The Valley Corporation d/b/a PHV Pacifica Hospital of the Valley
7 (“PHV Pacifica Hospital”) (collectively “Defendants”) on behalf of the State of California to collect
8 statutory penalties as a result of Defendants systematic violations of California labor law with respect
9 to Defendants non-exempt, hourly employees in California (“Aggrieved Employees”).

10 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly
11 traveling nurses and other workers with similar job duties who have worked for Defendants in
12 California.¹

13 3. Upon information and belief, Defendant AYA Healthcare, Inc. d/b/a AYA Healthcare
14 Staffing, Inc. is part of the Staffing Services Industry. AYA Healthcare Staffing is the largest travel
15 nurses and workforce solutions provider in the United States. AYA Healthcare Staffing delivers
16 solutions for all aspects of healthcare staffing needs including locums, allied health, and just-in-time
17 local staff. AYA Healthcare Staffing connects available nurses, among other professionals, directly
18 with healthcare facilities in need of clinical support across the United States, including in California.
19 AYA Staffing conducts extensive operations throughout California.

20 4. Upon information and belief, Defendant Pacific Gardens Medical Center, LLC is part
21 of the Hospital and Ambulatory Health Care Services Industry. Pacific Gardens is a general acute care
22 hospital located in Hawaiian Gardens, California. Pacific Gardens employs hundreds of employees in
23 California.

24 5. Upon information and belief, Defendant Pacifica of the Valley Corporation d/b/a PHV
25 Pacifica Hospital of The Valley is part of the Hospitals Industry. Pacifica Hospital is a 231-bed acute
26

27 ¹ Although Plaintiff is a former employee, Aggrieved Employees include current and former
28 employees. For ease of discussion, the allegations herein are made in the present tense.

1 care hospital located in the San Fernando Valley, California. Pacifica Hospital provides a full range
2 of inpatient and outpatient services, including a 24-hour Emergency Care. Pacifica Hospital employs
3 hundreds of employees in California.

4 6. Plaintiff and Aggrieved Employees bring this action to challenge Defendant's policies
5 and practices of (1) failing to compensate Plaintiff and Aggrieved Employees for all hours worked;
6 (2) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (3) failing to pay
7 Plaintiff and Aggrieved Employees overtime and/or double time premiums; (4) failing to provide
8 Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (5) failing to timely pay
9 Plaintiff and Aggrieved Employees full wages earned during employment and upon separation from
10 employment.

11 7. Defendants maintains a longstanding policy and/or practice of failing to properly
12 compensate Plaintiff and Aggrieved Employees for work related tasks performed while "off-the-
13 clock," including, but not limited to, directing Plaintiff and Aggrieved Employees to wait in line and
14 go through temperature checks, and to answer COVID-19 exposure and symptoms questionnaires
15 before the beginning of each shift, *i.e.*, before clocking in.

16 8. Plaintiff and Aggrieved Employees routinely perform off-the-clock work before paid
17 shifts for the benefit of Defendants.

18 9. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been
19 denied proper payment for all hours worked, including minimum wages, and overtime and/or double
20 time, for time spent working off-the-clock, *i.e.*, in temperature checks lines, during temperature
21 checks, and while answering COVID-19 exposure and symptoms questionnaires. As Plaintiff and
22 Aggrieved Employees regularly work in excess of eight hours per day and forty hours per week, in
23 fact Plaintiff worked in excess of twelve hours per shift and eighty-four hours per week, a substantial
24 amount of this off-the-clock work should be compensated at overtime rates and/or double time rates.
25 Defendants have failed to pay for any of this time worked, including the required overtime and double
26 time premiums, in violation of the California Labor Code.

27 10. In addition to the above violations, Defendants common course of wage-and-hour
28

1 abuse also include routinely failing to maintain true and accurate records of the hours Plaintiff and
2 Aggrieved Employees actually work. In particular, Defendants have failed to record hours that
3 Plaintiff and Aggrieved Employees have worked off-the-clock, *i.e.*, time spent in temperature checks
4 lines, during temperature checks, and answering COVID-19 exposure and symptoms questionnaires.

5 11. Defendants' failure to record all hours worked results in a failure to provide Aggrieved
6 Employees, including Plaintiff, accurate itemized wage statements. The wage statements Defendants
7 provide are not accurate as they do not reflect the actual hours Plaintiff and Aggrieved Employees in
8 fact work. In addition, the wage statement Defendants provide do not reflect overtime and/or double
9 time premium pay.

10 12. As a result of the above violations, Defendants also have failed to pay all wages due to
11 Plaintiff and Aggrieved Employees during employment and upon separation from employment,
12 including overtime and double time premiums, when Aggrieved Employees, like Plaintiff, voluntarily
13 or involuntarily terminated their employment with Defendants.

14 13. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
15 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
16 Private Attorneys General Act ("PAGA").

17 **PARTIES**

18 14. Plaintiff and Aggrieved Employees are current and former non-exempt, traveling
19 nurses and other workers with similar job duties employed by Defendants in California. Defendants
20 employ and/or employed Plaintiff and Aggrieved Employees.

21 15. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
22 Complaint was a resident of the State of California.

23 16. Plaintiff was employed as a traveling nurse by Defendants from approximately January
24 17, 2021, until January 31, 2021. Plaintiff worked at Pacific Gardens Medical Center located in
25 Hawaiian Gardens, California and at PHV Pacifica Hospital of the Valley located in Sun Valley,
26 California. Plaintiff split her time between both locations.

27 17. Defendant AYA Healthcare, Inc. is a Delaware corporation headquartered in San
28

1 Diego, California, and is licensed to do business in California. AYA Healthcare, Inc. is registered in
2 California and does business in California as AYA Healthcare Staffing, Inc. AYA Healthcare Staffing
3 connects available nurses, among other professionals, directly with healthcare facilities in need of
4 clinical support across the United States, including in California. AYA Healthcare Staffing may be
5 served with process by serving its registered agent, CSC – Lawyers Incorporated Service, 2710
6 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833.

7 18. Defendant Pacific Gardens Medical Center, LLC. is a domestic limited liability
8 company headquartered in Hawaiian Gardens, California, and is licensed to do business in California.
9 Pacific Gardens is a general acute care hospital and employs and/or employed traveling nurses and
10 other workers with similar job duties, including Plaintiff and Aggrieved Employees, in the State of
11 California. Pacific Gardens may be served with process by serving its registered agent, Michael
12 Worsham, 730 17th Street, Modesto, California 95354.

13 19. Defendant Pacifica of the Valley Corporation is a Delaware corporation headquartered
14 in Scottsdale Road, Arizona, and is licensed to do business in California. Pacifica of the Valley
15 Corporation is registered in California and does business in California as PHV Pacifica Hospital of
16 the Valley. PHV Pacifica Hospital is a 231-bed acute care hospital located in the San Fernando Valley,
17 California and provides a full range of inpatient and outpatient services, including a 24-hour
18 Emergency Care. PHV Pacifica Hospital employs and/or employed traveling nurses and other workers
19 with similar job duties, including Plaintiff and Aggrieved Employees, in the State of California. PHV
20 Pacific Gardens may be served with process by serving its registered agent, CSC – Lawyers
21 Incorporated Service, 2710 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833.

22 20. Plaintiff is informed, believes, and thereon alleges that Defendants operate and/or
23 provide associated services to hospitals located throughout California, including in Los Angeles
24 County. Plaintiff is informed, believes, and thereon alleges that Defendants employ non-exempt
25 employees, including non-exempt traveling nurses and other workers with similar job duties,
26 throughout California, including in Los Angeles County.

27 21. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercise

1 control over Plaintiff and Aggrieved Employees with respect to their employment.

2 22. The true names and capacities, whether individual, corporate, associate, or otherwise,
3 of Does 1-100, inclusive, are unknown to Plaintiff, who therefore sues the Doe Defendants by fictitious
4 names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously named
5 Defendants is responsible in some manner for the occurrences and violations as herein alleged.
6 Plaintiff will amend this Complaint to show their true names and capacities when they have been
7 ascertained. Defendants are jointly and severally liable for the civil penalties asserted.

8 23. At all relevant times, Defendants have done business under the laws of California, have
9 had places of business in California, including in this judicial district, and have employed Aggrieved
10 Employees in this county. Defendants are “persons” as defined in Labor Code § 18 and Business and
11 Professions Code § 17201. Defendants are also “employers” as that term is used in the Labor Code
12 and IWC Wage Orders.

13 24. Defendants employ Plaintiff and Aggrieved Employees, because Defendants, directly
14 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
15 Plaintiff and Class members.

16 **JURISDICTION AND VENUE**

17 25. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393(a) and/or
18 395.5. Defendants conduct business and employ Aggrieved Employees in this County. A substantial
19 portion of the events giving rise to these causes of action occurred in this County.

20 26. This Court has jurisdictions over Plaintiff’s claims for penalties pursuant to the PAGA.
21 The Court also has jurisdiction over Defendants because it is a company authorized to do business in
22 the State of California, and because Defendants in fact does do business and employ workers in the
23 State of California.

24 **FACTUAL ALLEGATIONS**

25 27. Defendant AYA Healthcare, Inc. d/b/a AYA Healthcare Staffing, Inc. is part of the
26 Staffing Services Industry. AYA Healthcare Staffing is the largest travel nurses and workforce
27 solutions provider in the United States. AYA Healthcare Staffing delivers solutions for all aspects of

1 healthcare staffing needs including locums, allied health, and just-in-time local staff. AYA Healthcare
2 Staffing connects available nurses, among other professionals, directly with healthcare facilities in
3 need of clinical support across the United States, including in California. AYA Healthcare Staffing
4 connects traveling nurses, among other professionals, including Plaintiff and Aggrieved Employees,
5 with Pacific Gardens and PHV Pacifica Hospital. AYA Staffing conducts extensive operations and
6 employs and/or employed hundreds of Aggrieved Employees, including Plaintiff, in California.

7 28. Defendant Pacific Gardens Medical Center, LLC is part of the Hospital and
8 Ambulatory Health Care Services Industry. Pacific Gardens is a general acute care hospital located in
9 Hawaiian Gardens, California. Pacific Gardens employs and/or employed hundreds of Aggrieved
10 Employees, including Plaintiff, in California.

11 29. Defendant Pacifica of the Valley Corporation d/b/a PHV Pacifica Hospital of The
12 Valley is part of the Hospitals Industry. PHV Pacifica Hospital is a 231-bed acute care hospital located
13 in the San Fernando Valley, California. PHV Pacifica Hospital provides a full range of inpatient and
14 outpatient services, including a 24-hour Emergency Care. Pacifica Hospital conducts extensive
15 operations and employs and/or employed hundreds of Aggrieved Employees, including Plaintiff, in
16 California.

17 30. Plaintiff is a former traveling nurse and was compensated at an hourly rate of \$106.00.
18 Plaintiff was recruited by AYA Healthcare Staffing and worked at Pacific Gardens Medical Center
19 located in Hawaiian Gardens, California and at PHV Pacifica Hospital of the Valley located in Sun
20 Valley, California. Plaintiff split her time between both locations. Plaintiff was employed by
21 Defendants from approximately January 17, 2021, through January 31, 2021.

22 31. Plaintiff is informed, believes, and thereon alleges that Aggrieved Employees were
23 and/or are employed by Defendants throughout California, including in this County, and perform work
24 materially similar to Plaintiff. Defendants pay and/or paid Aggrieved Employees, including Plaintiff,
25 on an hourly rate basis.

26 32. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
27 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
28

1 location in California.

2 33. Aggrieved Employees are required to follow and abide by Defendants' common work,
3 time, and pay policies and procedures in the performance of their jobs and duties.

4 34. At the end of each pay period, Aggrieved Employees receive wages from Defendants
5 that are determined by common systems and methods that Defendants selects and controls.

6 35. As a matter of policy and/or practice, Defendants routinely fail to compensate Plaintiff
7 and Aggrieved Employees for all hours worked. Plaintiff and Aggrieved Employees are not permitted
8 to log the actual number of hours they actually work each week. Plaintiff and Aggrieved Employees
9 are therefore not compensated for all time worked and spent under the control and supervision of
10 Defendants, *i.e.*, time spent for the benefit of Defendants.

11 36. For instance, Plaintiff and Aggrieved Employees routinely perform duties while off-
12 the-clock including, but not limited to, waiting in temperature-check lines, going through temperature
13 checks, and answering COVID-19 exposure and symptoms questionnaires, before the beginning of
14 each shift, *i.e.*, before clocking in. This time spent working goes unrecorded and uncompensated, even
15 though it should be compensated.

16 37. Plaintiff and Aggrieved Employees work long hours, routinely in excess of eight hours
17 per day and over forty hours per week, in fact Plaintiff worked twelve hour per day and eighty-four
18 hours per week; thus, this off-the-clock time should be compensated at overtime rates and/or double
19 time rates.

20 38. As a result of these practices, Defendants deny Plaintiff and Aggrieved Employees
21 compensation for all hours worked, including minimum wage, overtime, and/or double time
22 compensation, resulting from Plaintiff and Aggrieved Employees additional pre-shift off-the-clock
23 work.

24 39. Plaintiff is informed, believes, and thereon alleges that Defendants' same temperature
25 checks and COVID-19 protocols are used across all Defendants' facilities throughout California.

26 40. As a result of the above violations, Defendants common course of wage-and-hour abuse
27 also includes routinely failing to maintain true and accurate records of all hours Plaintiff and
28

1 Aggrieved Employees actually work. Defendants therefore do not provide Plaintiff and Aggrieved
2 Employees with accurate wage statements as required by California law. The wage statements given
3 to Plaintiff and Aggrieved Employees do not accurately reflect Plaintiff and Aggrieved Employees'
4 hours worked as they do not include the off-the-clock work Plaintiff and Aggrieved Employees
5 perform. In addition, the wage statements do not reflect applicable overtime and/or double time
6 premiums.

7 41. Consequently, Defendants do not provide Plaintiff and Aggrieved Employees with full
8 payment of wages owed during employment and upon separation from employment. Upon termination
9 of their employment, Plaintiff and Aggrieved Employees are owed wages for all time worked,
10 including overtime and/or double time premiums; yet Defendants have failed to provide Plaintiff and
11 Aggrieved Employees who are former employees of Defendants with such payments. Defendants are
12 therefore subject to waiting time penalties.

13 42. Plaintiff is informed, believes, and thereon alleges that Defendants are well aware that
14 their policies and practices deprive Plaintiff and Aggrieved Employees of substantial pay for all time
15 worked, including overtime and/or double time and minimum wages. Thus, Defendants' denial of
16 wages is and/or was deliberate and willful.

17 43. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
18 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants'
19 operations in California.

20 44. Defendants' conduct was willful, carried out in bad faith, and triggers significant civil
21 penalties in an amount to be determined at trial.

22 **FIRST CAUSE OF ACTION**
23 **Penalties Pursuant to Labor Code § 2699(a)**
24 **(On Behalf of the State of California and Aggrieved Employees)**

25 45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 46. Labor Code § 2699(a) provides:

28 "Notwithstanding any other provision of law, any provision of this code
that provides for a civil penalty to be assessed and collected by the Labor

and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.”

47. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

48. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

49. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

50. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

51. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent

1 citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the records required in subdivision
(a) of Section 226. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

3 52. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
4 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in
5 compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203. Plaintiff
6 seeks such penalties as an alternative to the penalties available under Labor Code § 203, as prayed for
7 herein.

8 53. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
9 Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
10 statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e).
11 Plaintiff seeks such penalties as an alternative to the penalties available under Labor Code § 226(e),
12 as prayed for herein.

13 54. Plaintiff also seeks civil penalties pursuant to pursuant to Labor Code §§ 225.5, 226.3,
14 256, and 558.

15 55. Labor Code § 225.5 provides that every person who unlawfully withholds wages due
16 any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty of
17 \$100 for any initial violation for each failure to pay each employee and \$200 for each subsequent
18 violation, or any willful or intentional violation, for each failure to pay each employee.

19 56. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each Defendants'
20 violations of Labor Code § 225.5, 226.3, 256, and any other violation alleged herein that carries
21 penalties under Labor Code § 2699(a).

22 57. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
23 Workforce Development Agency ("LWDA") with notice of his intention to file this claim. Sixty-five
24 calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative
25 prerequisites to commence this civil action in compliance with § 2699.3(a).

26 58. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
27 Employees, and himself as set forth in Labor Code § 2699.

59. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

60. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(f)
(On Behalf of the State of California and Aggrieved Employees)

61. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

62. Labor Code § 2699(f) provides:

“For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is 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.”

63. Labor Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

64. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month....”

65. IWC Wage Orders 4-2001(2)(K) define hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

66. Labor Code § 510 provides, in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to

combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

67. Labor Code § 1197 provides:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

68. Labor Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

69. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, Labor Code §§ 201-203, 204, 226, 510, 1194, 1197, IWC Wage 4-2001, and any other violation alleged herein does not carry penalties under Labor Code § 2699(a).

70. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of his intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

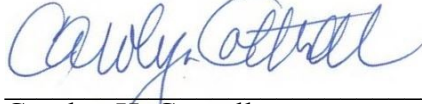
71. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Labor Code § 2699(g)(1).

72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to
3 a jury.

4 Respectfully submitted,

5 

6 Date: June 11, 2021

7 Carolyn H. Cottrell
8 Ori Edelstein
9 Philippe M. Gaudard
10 SCHNEIDER WALLACE
11 COTTRELL KONECKY LLP

12 *Attorneys for Plaintiff, on behalf of the State of*
13 *California and Aggrieved Employees*