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 on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

SANDRA JIMENEZ, on behalf of herself and
 other aggrieved employees,

Plaintiff,

vs.

EGO, INC.; EMERGENCY GROUPS' OFFICE;
 BRAULT & ASSOCIATES, INC.; and DOES 1
 to 100, inclusive,

Defendants.

Case No.: **21STCV26796**

PAGA ACTION

**PLAINTIFF SANDRA JIMENEZ'S
 COMPLAINT FOR DAMAGES AND
 RESTITUTION FOR:**

**1. CIVIL PENALTIES PURSUANT
 TO THE PRIVATE ATTORNEYS
 GENERAL ACT OF 2004
 ("PAGA"), LABOR CODE
 SECTION 2698, et seq.**

DEMAND FOR JURY TRIAL

COME NOW Plaintiff SANDRA JIMENEZ ("Plaintiff"), who alleges and complains
 against Defendants EGO, INC., EMERGENCY GROUPS' OFFICE; BRAULT & ASSOCIATES,
 INC., and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq.
 ("PAGA"). representative action brought by Plaintiff on behalf of the State of California, herself
 and other current and former aggrieved employees of Defendants who worked as hourly, non-
 exempt employees, in California during the relevant time period seeking civil penalties associated

1 with Defendants' violation of the Labor Code based on Defendant's failure to pay wages for all
2 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
3 required and legally compliant meal and rest periods, failure to timely pay earned wages during
4 employment, failure to provide complete and accurate wage statements, and failure to timely pay
5 all unpaid wages following separation of employment. Plaintiff seeks on a representative basis,
6 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
7 attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
8 the State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over Plaintiff and the Class Members' claims because
11 Plaintiff's lawsuit seeks damages in excess of \$25,000 and Defendants employed class members
12 and injuries occurred in locations in California including but not limited to Los Angeles County at
13 180 Via Verde, Suite 100, San Dimas, California 91773.

14 **III. PARTIES**

15 3. Plaintiff brings this action as a representative of the Labor and Workforce
16 Development Agency on behalf of herself and other current and former employees subject to
17 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
18 filed include current, former and/or future employees of Defendants who worked, work, or will
19 work for Defendants as non-exempt hourly employees in California. At all times mentioned
20 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California
21 and was employed by Defendants in an hourly position at Defendants' location in Los Angeles
22 from approximately December 1, 2014 to the present.

23 4. Plaintiff is informed and believes and thereon alleges that Defendant EGO, INC. is
24 authorized to do business within the State of California and is doing business in the State of
25 California and/or that Defendants DOES 1-25 are, and at all times relevant hereto were persons
26 acting on behalf of Defendant EGO, INC. in the establishment of, or ratification of, the
27 aforementioned illegal wage and hour practices or policies. Defendant EGO, INC. operates in Los
28 Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County,

1 including but not limited to, at 180 Via Verde, Suite 100, San Dimas, California 91773.

2 5. Plaintiff is informed and believes and thereon alleges that Defendant
3 EMERGENCY GROUPS' OFFICE is authorized to do business within the State of California and
4 is doing business in the State of California and/or that Defendants DOES 26-50 are, and at all
5 times relevant hereto were persons acting on behalf of Defendant EMERGENCY GROUPS'
6 OFFICE in the establishment of, or ratification of, the aforementioned illegal wage and hour
7 practices or policies. Defendant EMERGENCY GROUPS' OFFICE operates in Los Angeles
8 County and employed Plaintiff and aggrieved employees in Los Angeles County, including but
9 not limited to, at 180 Via Verde, Suite 100, San Dimas, California 91773.

10 6. Plaintiff is informed and believes and thereon alleges that Defendant BRAULT &
11 ASSOCIATES, INC. is authorized to do business within the State of California and is doing
12 business in the State of California and/or that Defendants DOES 51-75 are, and at all times
13 relevant hereto were persons acting on behalf of Defendant BRAULT & ASSOCIATES, INC. in
14 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
15 policies. Defendant BRAULT & ASSOCIATES, INC. operates in Los Angeles County and
16 employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to,
17 at 180 Via Verde, Suite 100, San Dimas, California 91773.

18 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
19 through 75 are corporations, or are other business entities or organizations of a nature unknown to
20 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
21 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
22 working conditions of employment of Plaintiff and aggrieved employees.

23 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 76
24 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
25 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
26 supervisor, independent contractor and/or employee of each defendant who violated or caused to
27 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
28 the Industrial Welfare Commission's wage orders regulating hours and days of work.

9. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff sues said defendants by said fictitious names, and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint.

10. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

FIRST CAUSE OF ACTION

CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.

(Against all Defendants)

11. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12. During the period beginning one-year period preceding the sending of the initial notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable Wage Orders.

13. Specifically, Defendants have committed the following violations of California Labor Code:

14. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

15. Labor Code sections 1194 and 1197 require an employer to compensate employees for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the Wage Orders.

1 16. In this case, Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
3 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
5 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
6 not limited to, rounding down or shaving Plaintiff's and other current and former aggrieved
7 California-based hourly non-exempt employees to the nearest quarter of an hour to the benefit of
8 Defendants.

9 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
10 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
11 control without paying wages for that time. This resulted in Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt total daily hours at the time of their clock-in and
13 clock-out to the nearest quarter of an hour, to the benefit of Defendants. Plaintiff and similarly
14 situated employees were not paid for this time, in violation of Labor Code sections 1194 and 1197
15 and the applicable Wage Order.

16 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
17 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
18 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
19 which includes all time that an employee is under control of the employer and all time the
20 employee is suffered and permitted to work. This includes the time an employee spends, either
21 directly or indirectly, performing services that inure to the benefit of the employer.'

22 19. Labor Code sections 510 and 1194 require an employer to compensate employees a
23 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
24 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

25 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
26 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
27 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
28 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
(12) hours in one (1) 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 (8) 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.

1 Labor Code section 510.

2 20. In this case, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
4 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:
5 rounding down or shaving Plaintiff's and other current and former aggrieved California-based
6 hourly non-exempt employees to the nearest quarter of an hour to the benefit of Defendants.

7 21. The foregoing policies, practices, and/or procedures resulted in time during each
8 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
9 employees were under the control of Defendants but were not compensated. To the extent that the
10 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
12 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
13 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
14 sections 510 and 1194 and the applicable Wage Order.

15 22. **Failure to pay wages to hourly non-exempt employees for workdays that**
16 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
17 current and former aggrieved California-based hourly non-exempt employees regularly worked
18 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

19 23. California law requires an employer to authorize or permit an employee an
20 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
21 all duties and the employer relinquishes control over the employee's activities prior to the
22 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*
23 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
24 employee for a work period of more than ten (10) hours per day without providing the employee
25 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
26 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
27 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
28 period is only permitted when: (1) the nature of the work prevents an employee from being

1 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

2 24. If an employer fails to provide an employee a meal period in accordance with the
3 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
4 for each workday that a legally required and compliant meal period was not provided. Labor Code
5 section 226.7; Wage Order 4 at §11.

6 25. In this case, Defendants failed to authorize or permit legally required and compliant
7 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
8 exempt employees due to Defendants' policies, practices, and/or procedures. Plaintiff and
9 similarly situated employees worked shifts long enough to entitle them to meal periods under
10 California law. Nevertheless, Defendants "round" down or "shave" Plaintiff and other current and
11 former aggrieved California-based hourly non-exempt employees' time punches to the nearest
12 quarter hour, to the benefit of Defendants and to the detriment of Plaintiff and similarly situated
13 employees, each workday at the time they clock out for meal periods and at the time they clock
14 back in from meal periods.

15 26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
16 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
18 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
19 employees did not receive legally required and compliant meal periods, in violation of Labor Code
20 section 226.7.

21 27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees not
23 receiving wages to compensate them for workdays during which Defendants did not provide them
24 with meal periods in compliance with California law.

25 28. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
27 employee his or her wages, the employer must "furnish each of his or her employees ... an
28 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the

1 employee, except for any employee whose compensation is solely based on a salary and who is
2 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
3 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
4 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
5 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
6 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
7 name of the employee and his or her social security number, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee.”

10 29. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, and/or meal period premium wages) rendered
13 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’
14 wage statements inaccurate, in violation of Labor Code section 226.

15 30. In direct violation of Labor Code Section 226, Defendants provided Plaintiff and
16 similarly situated employees with wage statements that reflected the name of the legal entity that
17 is their employer as EMERGENCY GROUPS’ OFFICE. Plaintiff, however, is informed,
18 believes, and thereon alleges that the true identity of her and similarly current and former
19 aggrieved California-based hourly non-exempt employees’ employer was EGO, INC. and/or
20 BRAULT & ASSOCIATES, INC.

21 31. **Failure to pay employees all wages due at time of termination/resignation:** An
22 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
23 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
24 hours of resignation (Labor Code section 202).

25 32. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
27 all their earned wages (including minimum wages, overtime wages, and/or meal period premium
28 wages), Defendants failed to pay those employees timely after each employee’s termination and/or

1 resignation, in violation of Labor Code sections 201, 202, and 203.

2 33. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
3 employee, on behalf of himself or herself and other current or former employees, to bring a civil
4 action to recover civil penalties against all Defendants pursuant to the procedures specified in
5 Labor Code section 2699.3.

6 34. Plaintiff has complied with the procedures for bringing suit specified in Labor
7 Code section 2699.3. On April 30, 2021, Plaintiff filed notice with LWDA and provided notice to
8 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
9 alleged to have been violated, including the facts and theories to support the violations alleged.

10 35. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
11 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
12 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
13 parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate
14 Plaintiff's claims.

15 36. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
16 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
17 512, 1194, 1197, and 1198, during the Civil Penalty Period in the following amounts:

18 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
19 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
20 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
21 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

22 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
23 for each employee for each pay period for the initial violation, and for each subsequent violation,
24 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
25 established by Labor Code section 226.3].

26 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
27 employee for each pay period for the initial violation, and for each subsequent violation, one
28 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts

1 established by Labor Code section 558] and any unpaid wages.

2 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
3 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
4 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
5 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

6 37. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
7 reasonable attorney's fees and costs in connection with her claims for civil penalties.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE, PLAINTIFF, ON HER BEHALF AND ON OTHER AGGRIEVED**
10 **PRAYS AS FOLLOWS:**

11 **ON THE FIRST CAUSE OF ACTION:**

12 1. That the Defendants be found to have violated the provisions of the Labor Code
13 and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

14 2. For any and all legally applicable penalties during the relevant statute of limitations
15 subject to any permissible tolling, including but not limited to that recoverable under California
16 Labor Code, including but not limited to sections 2699(f).

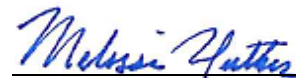
17 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
18 under California Labor Code section 2699(g); and,

19 4. For such and other further relief, in law and/or equity, as the Court deems just or
20 appropriate

21
22 Dated: July 21, 2021

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

23
24 By:



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