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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Carly Bonzi, Deputy

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SUPERIOR COURT OF CALIFORNIA CV-21-004330
FOR THE COUNTY OF STANISLAUS

LISA LEFANTY, individually,
and on behalf of all others
similarly situated,

Plaintiff,

vs.

KAISER FOUNDATION HOSPITALS;
DOES 1 to 20, inclusive,

Defendants.

CLASS ACTION

COMPLAINT FOR DAMAGES:

- 1. Failure to Pay Minimum Wage for All Hours Worked;**
- 2. Failure to Provide Meal and Rest Periods;**
- 3. Failure to Provide Accurate Wage Statements;**
- 4. Waiting Time Penalties;**
- 5. Failure to Pay Overtime Wages;**
- 6. Unfair Competition (Business & Professions Code § 17200 *et seq.*);**
- 7. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*;**

JURY TRIAL DEMANDED

This case has been assigned to Judge Sandhu, Sonny S.
Dept. 24
Department _____ for all purposes including Trial.

1 Plaintiff LISA LEFANTY (“Plaintiff”) hereby files this First Amended Complaint against
2 Defendants KAISER FOUNDATION HOSPITALS; DOES 1 to 20, inclusive, (hereinafter
3 collectively referred to as “Defendants”). Plaintiff alleges as follows:

4 **INTRODUCTION**

5 1. This is a class and representative action brought by Plaintiff on behalf of herself and
6 other similarly situated employees of Defendants. Plaintiff, who has worked for Defendant as an
7 Assistant Nurse Manager, brings this class and representative lawsuit against Defendants on behalf
8 of herself and all others similarly situated to recover wages and other damages from Defendants due
9 to her misclassification as an exempt employee. Plaintiff seeks these damages and applicable
10 penalties, plus interest and attorney’s fees, on behalf of herself and similarly situated employees.

11 2. To successfully compete against the other hospitals and health care providers, Kaiser
12 Foundation Hospitals substantially reduced its labor costs by placing the burden of overtime work on
13 a number of salaried employees that it classified as exempt from overtime wages and other related
14 benefits. The goal of overtime laws includes expanding employment throughout the workforce by
15 putting financial pressure on the employer and nurturing a stout job market, as well as the important
16 public policy goal of protecting employees in a relatively weak bargaining position against the unfair
17 scheme of uncompensated overtime work. An employer's obligation to pay its employees wages is
18 more than a matter of private concern between the parties. That obligation is founded on a
19 compelling public policy judgment that employees are entitled to work a livable number of hours at
20 a livable wage. In addition, statutes and regulations that compel employers to pay overtime relate to
21 fundamental issues of social welfare worthy of protection. The requirement to pay overtime wages
22 extends beyond the benefits individual workers receive because overtime wages discourage
23 employers from concentrating work in a few overburdened hands and encourage employers to
24 instead hire additional employees. Especially in today's economic climate, the importance of
25 spreading available work to reduce unemployment cannot be overestimated.

26 3. Defendants have knowingly, intentionally, and willfully failed and refused to pay to
27 Plaintiff and Class members the full and complete amount of the commissions they earned.
28

1 Defendants operated under and continue to operate under a common policy and plan of failing and
2 refusing to pay fully earned commissions through the operation of its commission pay practices by
3 claiming that commissions are not owed under the commission agreement Defendants drafted,
4 thereby denying timely payment of commissions during employment and unpaid but earned
5 commissions upon the termination of employment of their sales employees.

6 **PARTIES AND JURISDICTION**

7 4. Plaintiff is an employee of Defendants, where she worked as an Assistant Nurse
8 Manager from approximately July 2020 through June 2021.

9 5. At all times relevant in this Complaint, Plaintiff was over the age of eighteen and
10 resided in the State of California.

11 6. Plaintiff is informed and believes, and thereon alleges, that KAISER FOUNDATION
12 HOSPITALS is a California Corporation with its principal place of business in California.

13 7. Plaintiff is further informed and believes, and thereon alleges, that each of the
14 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
15 joint venturer of the remaining defendants and was acting within the course and scope of that
16 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
17 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
18 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
19 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
20 therefore sue such defendants by fictitious names pursuant to California Code of Civil Procedure
21 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
22 through 20, inclusive, when they have been determined.

23 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
24 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
25 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
26 were at all relevant times advised by skilled California employment law attorneys and knew the
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requirements of the California Labor Code with respect to proper employee classification, employee wage statements, payment of minimum and overtime wages, and provision of meal and rest periods.

9. Defendants proximately caused Plaintiff and similarly situated employees to be subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

10. The Stanislaus County Superior Court has jurisdiction in this matter due to alleged violations of California Labor Code §§ 203, 226, 226.7, 510, 512, 1194, Business and Professions Code § 17200 *et seq.*, and the applicable Wage Order.

11. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of the wrongful acts and violations of law asserted herein occurred within Stanislaus County.

12. On April 29, 2021, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). The LWDA did not respond to Plaintiff’s PAGA notice within 65 days of the original Notice, thus deputizing Plaintiff to represent herself, other aggrieved employees, and the California Labor Commissioner for the purpose of collecting civil penalties for violations of the California Labor Code committed by Defendants.

CLASS ALLEGATIONS

13. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The classes that Plaintiff seeks to represent are composed of and defined as follows:

All Assistant Nurse Managers who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action.

14. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable.

(a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact

number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants may have employed hundreds of individuals falling within the above stated class definitions throughout the State of California during the applicable statute of limitations, who were subjected to the practices outlined in this Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants properly classified members of the Plaintiff Class as exempt employees;
- (2) Whether Defendants accurately stated all required information on paystubs issued to members of the Plaintiff Class;
- (3) Whether Defendants provided meal and rest periods to their employees as required under the California Labor Code;
- (4) Whether Defendants maintained policies and practices that provided meal and rest periods to their employees as required under the California Labor Code;
- (5) Whether Defendants paid overtime and minimum wages to their employees as required under the California Labor Code;
- (6) Whether Defendants paid all wages owed to Class members at the time of termination of their employment.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants improperly classified Plaintiff as exempt, failed to pay all minimum and overtime wages owed, failed to provide meal and rest periods, and failed to pay all wages owed to Plaintiff and members of the Class upon the termination of their employment with Defendants.

As a result, each putative class member will have the same basis for their legal claims.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. Plaintiff resides in California and is an adequate representative of the putative class as she has no interests that are adverse to those of absent class members. Additionally, Plaintiff has retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the classes is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

15. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

BACKGROUND

16. Defendants operate Hospitals and other related health care facilities and programs in California.

17. Plaintiff and similarly situated employees worked for Defendants as both exempt and non-exempt employees in California.

1 18. During her employment, Plaintiff, and other aggrieved employees, have been made to
2 suffer numerous violations of the California Labor Code.

3 19. Throughout the relevant period, Defendants misclassified Plaintiff and similarly
4 situated employees as exempt, although Plaintiff's position did not qualify for any exemption under
5 California law. Nevertheless, Defendants routinely required Plaintiff to work more than eight (8)
6 hours per day, and/or forty (40) hours per week.

7 20. Plaintiff's duties as an Assistant Nurse Manager required her to spend the majority of
8 her time performing direct patient care tasks- the same duties as the hourly-paid nurses in her work
9 area. Plaintiff and similarly situated employees were not responsible for hiring, firing, or discipline
10 of other employees, and did not participate in investigations of employees that led to possible
11 discipline.

12 21. Plaintiff and similarly situated employees did provide break relief for other, hourly-
13 paid employees, and took on other direct patient care duties, including being the code nurse. For
14 these reasons, Plaintiff and similarly situated employees were not primarily engaged in exempt level
15 duties, and were not properly classified as exempt.

16 22. Consequently, Defendants willfully and deliberately misclassified Plaintiff and
17 similarly situated employees as employees who were exempt from the overtime provisions of the
18 California Labor Code and Wage Orders.

19 23. However, Defendants routinely required Plaintiff and similarly situated employees to
20 work more than eight (8) hours per day, and/or forty (40) hours per week without paying minimum
21 wage or overtime for the additional hours worked. Plaintiff and similarly situated employees were
22 required to work 12-hour shifts, but were recently moved back to working 8-hour shifts.

23 24. Defendants also did not allow Plaintiff and similarly situated employees to take their
24 statutorily required meal and rest periods. Defendants failed to provide Plaintiff and other similarly
25 situated employees a 30-minute, duty-free meal period before the end of the fifth hour of work as
26 required under the law.
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1 25. Plaintiff and similarly situated employees regularly missed their meal and rest periods
2 and/ or they were provided late. Defendants also failed to provide rest periods to Plaintiff and
3 similarly situated employees for every 4 hours worked or major fraction thereof. Defendants'
4 management staff were aware this was occurring and did not ensure meal and/ or rest periods were
5 provided to Plaintiff and similarly situated employees in compliance with California law.

6 26. As a result, Defendants did not provide Plaintiff and similarly situated employees
7 legally compliant wage statements noting, among other things, total hours worked, gross wages
8 earned, the applicable hourly rates in effect during the pay period and the corresponding number of
9 hours worked at each hourly rate, and the legal name of the employer.

10 27. Defendants also did not provide Plaintiff and similarly situated aggrieved employees
11 all wages owed upon their termination or within seventy-two (72) hours of their separation from
12 employment.

13 28. Plaintiff is informed and believes that Defendants committed numerous other
14 violations of the California Labor Code, including but not limited to those identified in this
15 Complaint. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018),
16 Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether she
17 experienced them personally or not.

18 29. Upon information and belief, all transactions regarding compensation, hiring,
19 terminations, promotions, pay increases, etc. relating to Defendants' California employees were
20 submitted to and processed by Defendant in its California headquarters. Additionally, on
21 information and belief, Defendants' corporate records, in particular HR and pay records pertaining to
22 Defendants' California employees, are also maintained at Defendants' California headquarters.

23 30. Upon information and belief, Defendants maintain a central Payroll department at its
24 California headquarters which processes payroll for all Defendants' employees, including Plaintiff
25 and similarly situated, aggrieved employees.

26 31. At all times herein set forth, PAGA provides that any provision of law under the
27 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
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1 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order
2 may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
3 themselves and other current or former employees pursuant to procedures outlined in California
4 Labor Code section 2699.3.

5 32. PAGA defines an aggrieved employee in Labor Code section 2699(c) as “any person
6 who was employed by the alleged violator and against whom one or more of the alleged violations
7 was committed.”

8 33. Plaintiff and other current and former employees of Defendants are aggrieved
9 employees as defined by the Labor Code in that they are all Defendants’ current or former
10 employees and one or more of the alleged violations was committed against them.

11
12 **FIRST CAUSE OF ACTION**
13 **(Failure to Pay Minimum Wage for All Hours Worked)**

14 34. Plaintiff hereby incorporates by reference Paragraphs 1 through 33 of this Complaint
15 as if fully set forth herein and for a cause of action alleges as follows:

16 35. Defendants were required to compensate Plaintiff with at least the State’s minimum
17 wage for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

18 36. Defendants were aware of their obligation to pay the minimum wage but failed to do
19 so.

20 37. Defendants’ conduct described herein violates California Labor Code section 1194,
21 and applicable Wage Orders. As a proximate result of Defendants’ conduct, Plaintiff has been
22 damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff now
23 seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney’s
24 fees and costs, and interest pursuant to California Labor Code section 1194.

25 **SECOND CAUSE OF ACTION**
26 **Failure to Provide Meal and Rest Periods**

27 38. Plaintiff incorporates by reference and re-allege paragraphs 1 through 37 as though
28 fully set forth herein.

1 39. An employer must provide an employee a meal period and/or rest period in
2 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

3 40. Labor Code section 510 and Wage Order 5-2001, section 11(A) require an employer
4 to provide a meal period of not less than thirty (30) minutes for each work period of more than five
5 (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide
6 a second meal period.

7 41. Labor Code section 510 and Wage Order 5-2001 section 12(A) require an employer
8 to provide a rest period of not less than ten (10) minutes for each work period of more than four (4)
9 hours or a major fraction thereof.

10 42. Plaintiff alleges that Defendants failed to provide Plaintiff and members of the
11 Plaintiff Class with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff
12 worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30)
13 minutes for several work periods that Plaintiff worked more than ten (10) hours in a day.

14 43. Plaintiff further allege that Defendants failed to provide rest breaks of at least ten (10)
15 minutes for each work period that they worked more than four (4) hours. On the occasions on which
16 Defendants did pay a missed meal or rest period premium, they failed to pay the premium at the
17 regular rate of compensation, as required under the Labor Code, by failing to incorporate into the
18 premium payment all forms of nondiscretionary compensation.

19 44. As a proximate cause of Defendants' failure to provide meal and rest periods,
20 Plaintiff and members of the Plaintiff Class are entitled to one (1) hour of pay at the regular rate of
21 compensation for each meal period or rest period not provided, as a wage, from three (3) years of the
22 filing of this action, in an amount to be established at trial. See Labor Code § 226.7 and Wage Order
23 5-2001 §§ 11(B), 12(B).

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26 **THIRD CAUSE OF ACTION**
27 **Failure to Provide Accurate Wage Statements**
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1 45. Plaintiff incorporates by reference and re-allege paragraphs 1 through 44 as though
2 fully set forth herein.

3 46. According to Labor Code section 226(a), an employer must provide an itemized
4 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

5 *(1) gross wages earned, (2) total hours worked by the employee,*
6 *except for any employee whose compensation is solely based on a*
7 *salary and who is exempt from payment of overtime under*
8 *subdivision (a) of Section 515 or any applicable order of the*
9 *Industrial Welfare Commission, (3) the number of piece-rate units*
10 *earned and any applicable piece rate if the employee is paid on a*
11 *piece-rate basis, (4) all deductions, provided that all deductions*
12 *made on written orders of the employee may be aggregated and*
13 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
14 *the period for which the employee is paid, (7) the name of the*
15 *employee and the last four digits of his or her social security number*
16 *or an employee identification number other than a social security*
17 *number, (8) the name and address of the legal entity that is the*
18 *employer and, if the employer is a farm labor contractor, as defined*
19 *in subdivision (b) of Section 1682, the name and address of the legal*
20 *entity that secured the services of the employer, and (9) all*
21 *applicable hourly rates in effect during the pay period and the*
22 *corresponding number of hours worked at each hourly rate by the*
23 *employee. The deductions made from payment of wages shall be*
24 *recorded in ink or other indelible form, properly dated, showing the*
25 *month, day, and year, and a copy of the statement and the record of*
26 *the deductions shall be kept on file by the employer for at least three*
27 *years at the place of employment or at a central location within the*
28 *State of California.*

21 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
22 itemized statement or failed to provide an accurate and complete itemized statement showing the
23 requirements set forth in Labor Code section 226(a). Defendants also failed to list on the wage
24 statements provided to Plaintiff and similarly situated employees all hours worked.

25 48. Additionally, Plaintiff alleges she suffered injury as a result of Defendants' failure to
26 provide accurate and complete information as required by any one or more of items (1) to (9),
27 inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily
28 determine (i.e. a reasonable person in each Plaintiff' position would not be able to readily ascertain

1 the information without reference to other documents or information) from the wage statement
2 alone.

3 49. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendants to
4 comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

5 **FOURTH CAUSE OF ACTION**
6 **Waiting Time Penalties**

7 50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though
8 fully set forth herein.

9 51. An employer must pay an employee who is terminated all unpaid wages immediately
10 upon termination. Labor Code § 201.

11 52. An employer must pay an employee who resigns all unpaid wages within seventy-two
12 (72) hours of resignation. Labor Code § 202.

13 53. An employer who willfully fails to pay an employee wages in accordance with Labor
14 Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
15 days. Labor Code § 203.

16 54. Plaintiff and members of the Plaintiff Class did not receive all wages, including
17 minimum and overtime wages and meal and rest period premiums, at her termination or separation
18 from employment. Specifically, Defendants failed to pay Plaintiff all wages owed at the time of
19 termination.

20 55. Defendants knew of their obligation to pay Plaintiff for all hours worked because they
21 had knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8) hours a day
22 and/or forty (40) hours a week, and did not receive overtime or minimum wages for all hours
23 worked. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed
24 upon termination and willful refusal.

25 56. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and
26 deprived of her wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for
27 Defendants' failure to pay all wages due in an amount to be established at trial.
28

FIFTH CAUSE OF ACTION
Failure to Pay Overtime Wages

57. Plaintiff incorporates by reference and re-allege paragraphs 1 through 56 as though fully set forth herein.

58. During the period Plaintiff was employed by Defendants, Defendants were required to compensate her one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. See California Labor Code §§ 510, 1194. Although Plaintiff and members of the Plaintiff Class regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendants failed to pay all overtime wages owed.

59. Although Defendants classified Plaintiff and members of the Plaintiff Class as exempt employees, Plaintiff's position and duties failed to meet the requirements of either the administrative, executive, or professional exemptions of the applicable Wage Order and California Labor Code section 510.

60. Defendants' conduct described herein violates California Labor Code sections 510 and 1194, and applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and members of the Plaintiff Class have been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

SIXTH CAUSE OF ACTION
(Unfair Competition)

61. Plaintiff incorporates by reference and re-allege paragraphs 1 through 60 as though fully set forth herein.

62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the California Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

63. Plaintiff and members of the Plaintiff Class were not paid all wages owed during their employment, and were not provided legally compliant meal and rest breaks. Defendants also failed

1 to provide legally compliant paystubs to Plaintiff and members of the Plaintiff Class throughout the
2 employment relationship that failed to show, among other things, all hours worked.

3 64. Plaintiff is also informed and believe and thereon alleges that such actions and/or
4 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (California
5 Business and Professions Code 17200 *et seq.*), pursuant to *Cortez v. Purolator Air Filtration Prods.*
6 *Co.*, 23 Cal. 4th 163 (2000).

7 65. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to
8 the UCL (including B&P Code §17203), Plaintiff is entitled to restitution as a result of Defendants’
9 unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P
10 Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor
11 Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for
12 up to four (4) years from the filing of this Action.
13

14 **SEVENTH CAUSE OF ACTION**
15 **Civil Penalties Pursuant to PAGA § 2698 *et seq.***

16 66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though
17 fully set forth herein.

18 67. Plaintiff brings this cause of action as a proxy for the State of California and in this
19 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants’ violations of the
20 California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order
21 violations identified above.

22 68. On or about April 29, 2021, Plaintiff, through counsel, sent written notice to the
23 LWDA regarding Defendant’s violations of the California Labor Code, pursuant to Labor Code
24 section 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not
25 informed Plaintiff whether the LWDA intends to investigate Plaintiff’s PAGA claims. As such,
26 Plaintiff has exhausted her administrative remedies under PAGA and may proceed in this Court.
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69. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all aggrieved employees for all violations of the Labor Code from April 29, 2020, through trial on this matter.

DAMAGES

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. A jury trial;
2. For an order certifying the class ;
3. For an order certifying Plaintiff's counsel as class counsel;
4. For an order appointing Plaintiff as class representative;
5. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award to Plaintiff' of costs of suit incurred herein and reasonable attorney's fees;
8. For injunctive relief;
9. For an award of prejudgment and post-judgment interest; and
10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: August 12, 2021

Castle Law: California Employment Counsel, PC

By:

Kent H. Pugh

Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff LISA LEFANTY and the Class

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: August 12, 2021

Castle Law: California Employment Counsel, PC

By: _____


Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff LISA LEFANTY and the Class